

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, JULY 3, 2018 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**ALBERT MENDIVIL**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website [www.nationalcityca.gov](http://www.nationalcityca.gov).

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.  
National City  
619-336-4240**

**Meeting agendas and  
minutes available on web**

**WWW.NATIONALCITYCA.GOV**

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.*

*Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.*

*Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

1. [Alzheimer's and Brain Awareness Month.](#)

**AWARDS AND RECOGNITIONS**

**PRESENTATIONS**

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

2. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
3. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two \(2\) subsequent fiscal years. \(Finance\)](#)
4. [Resolution of the City Council of the City of National City deleting the City of National City Policy Concerning Sexual and Other Forms of Harassment and adopting City Council Policy 604 Discrimination and Harassment. \(Human Resources\)](#)
5. [Investment transactions for the month ended April 30, 2018. \(Finance\)](#)
6. [Warrant Register #46 for the period of 05/09/18 through 05/15/18 in the amount of \\$2,278,667.82. \(Finance\)](#)

7. [Warrant Register #47 for the period of 05/16/18 through 05/22/18 in the amount of \\$2,010,408.78. \(Finance\)](#)
8. [Warrant Register #48 for the period of 05/23/18 through 05/29/18 in the amount of \\$438,048.02. \(Finance\)](#)

## **PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

9. [Public Hearing and Resolution of the City Council of the City of National City confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 \(Mile of Cars\) for Fiscal Year 2018/19. \(Planning\)](#)
10. [Public Hearing and Adoption of a Resolution by the City Council of the City of National City accepting the National City 2018/2019 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2018-19 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer service charges with the San Diego County Auditor. \(Engineering/Public Works\)](#)
11. [Public Hearing on the Introduction of an Ordinance of the City Council of the City of National City amending Title 13, Section 13.22.060 Work required Exclusions Conveyance of property \(A\) \(1.\), of the National City Municipal Code establishing public improvement requirements for single building permits. \(Engineering/Public Works\)](#)
12. [Public Hearing on the adoption of a Resolution of the City Council of the City of National City approving the issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds with no fiscal impact to the City and not to exceed \\$120,000,000 in outstanding aggregate principal to finance the acquisition and rehabilitation of two existing affordable senior rental housing projects known as Kimball and Morgan Towers respectively located at 1317 "D" Avenue and 1415 "D" Avenue in National City. \(Housing & Economic Development\)](#)

## **NON CONSENT RESOLUTIONS**

## **NEW BUSINESS**

13. [Notice of Decision – Planning Commission approval of a Conditional Use Permit to operate a church at an existing building located at 1624 East](#)



[18th Street. \(Applicant: George Brambila\) \(Case File 2018-07 CUP\) \(Planning\)](#)

14. [Temporary Use Permit - Care Fair South Bay hosted by First Baptist Church at 635 E. 7th Street on August 11, 2018 from 10 am to 2 pm with no waiver of fees. \(Neighborhood Services\)](#)
15. [League of California Cities Annual Conference - Designation of Voting Delegate and Alternate\(s\). \(City Manager\)](#)

**B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

**CONSENT RESOLUTIONS - HOUSING AUTHORITY**

**PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

**NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

**NEW BUSINESS - HOUSING AUTHORITY**

**C. REPORTS**

**STAFF REPORTS**

**MAYOR AND CITY COUNCIL**

**CLOSED SESSION REPORT**

**ADJOURNMENT**

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - July 17, 2018 - 6:00 p.m. - Council Chambers - National City, California.

City Council Legislative Recess:

August 7, 2018 - City Council Meeting - Dispensed With  
August 21, 2018 - City Council Meeting - Dispensed With

The following page(s) contain the backup material for Agenda Item: Alzheimer's and Brain Awareness Month.

**Item # \_\_\_\_**

**07/03/18**

## **ALZHEIMER'S AND BRAIN AWARENESS MONTH**

**Proclamation Forthcoming**

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # \_\_\_\_  
07/03/18

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY APPROVING THE WAIVING OF THE READING OF THE  
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING  
AND PROVIDING THAT SUCH ORDINANCES SHALL BE  
INTRODUCED AND/OR ADOPTED AFTER A READING  
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the ag

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

**PREPARED BY:** Javier Carcamo, Financial Services Officer

**DEPARTMENT:** Finance

**PHONE:** 619-336-4330

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached staff report

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

See attached staff report.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**   **INTRODUCTION:** ☐   **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Staff Report
2. Agreement
3. Resolution



## City Council Staff Report

July 3, 2018

### ITEM

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

### BACKGROUND

The City has received independent auditing services from The Pun Group, LLP, formerly Pun & McGeady, LLP, for the past five years. In anticipation of the expiration of its agreement with the Pun Group, the City issued a request for proposals ("RfP") for independent auditing services on April 26, 2018.

### REQUEST FOR PROPOSALS

The RfP solicited responses from qualified firms to audit the City's financial statements, as well as the financial statements of its component units for the fiscal years ending June 30, 2018, 2019, and 2020. The specifications required that the audit be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the provision of the Single Audit Act of 1996 and Uniform Guidance, and all applicable Governmental Accounting Standard Board statements.

### REQUEST FOR PROPOSALS PROCESS

As noted above, the City issued the RfP for professional audit services on April 26, 2018. The City posted the RfP on its website and the California Society of Municipal Finance Officers (CSMFO) website. Responses to the RfP were due by 4:00 pm on May 14, 2018.

The City received seven (7) proposals in response to the RfP. The firms submitting proposals, listed in alphabetical order, are:

Crowe Horwath;  
Gruber & Associates;  
Harshwal & Company, LLP;  
Lance Soll & Lunghard, LLP;



Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

July 3, 2018

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Pun Group, LLP;  
Van Lant & Fankhanel, LLP;  
White Nelson Diehl Evans, LLP.

The evaluation committee, a team of three City staff members, reviewed the proposals in accordance with the evaluation criteria set forth in the RfP. The evaluation committee included the following members:

Javier Carcamo, Financial Services Officer;  
Carlos Aguirre, Acting Director of Housing & Economic Development;  
Arnold Ocana, Senior Accountant.

The evaluation committee evaluated and ranked the proposals of all firms, based upon the following factors:

- quality and responsiveness of the proposal;
- relevant experience with similar engagements;
- demonstrated knowledge of the work/services required;
- staff qualifications and experience;
- proposed audit approach; and
- cost of services.

The evaluation committee members individually reviewed and evaluated each firm's proposal based on the evaluation criteria set forth in the RfP. The firms submitting proposals which demonstrated the most significant relevant experience with similar engagements and knowledge of the scope of work were invited to provide an oral presentation to the committee followed by an interview. The firms selected for presentations and interviews, listed in alphabetical order, are:

Lance Soll & Lunghard, LLP;  
Pun Group, LLP;  
White Nelson Diehl Evans, LLP.

After reviewing and considering each proposal and the information received during oral presentations and interviews, the evaluation committee selected The Pun Group, LLP as the highest-ranking firm to provide independent auditing services to the City.

#### **THE PUN GROUP, LLP (section from proposal)**

The Pun Group, LLP, Certified Public Accountants and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm that is comprised of forty (40) professionals providing auditing, accounting, and advisory services to our clients.

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

July 3, 2018

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Our Partners' Group—which includes Kenneth H. Pun, Vanessa I. Burke, John F. Georger, Jr., Gary M. Caporicci, Lisa B. Lombard, Frances J. Kuo, and Heidy K. Chow—provide auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than two hundred (200) years of combined experience in the industry, we have become a trusted business partner, and are well respected as leaders in the industry in one of the fastest growing firms. With nearly 100 government agency audit clients and Partners who have a real passion for the industry, we believe we are unmatched in terms of expertise.

## RECOMMENDATION

Staff recommends the City Council approve the resolution, authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) additional one-year options.

## FISCAL IMPACT

An appropriation for professional audit services is incorporated in the fiscal year 2019 proposed budget. This is a multi-year agreement with funds to be included in future years' budgets.

The not-to-exceed amounts for each fiscal year of the agreement are as follows:

<b>Agreement Year<sup>1</sup></b>	<b>Budget Fiscal Year</b>	<b>General Fund</b>	<b>HCVP Fund</b>	<b>Morgan &amp; Kimball Enterprise Funds</b>	<b>Not to Exceed Fee</b>
1	2019	43,500	3,500	14,000	61,000
2	2020	44,370	3,570	14,280	62,220
3	2021	45,257	3,641	14,566	63,464
4 <sup>1</sup>	2022	46,164	3,714	14,856	64,734
5 <sup>1</sup>	2023	47,085	3,789	15,154	66,028

<sup>1</sup> The City has the option to extend the agreement under the same terms and conditions for year 4 and year 5.

## ATTACHMENTS

Attachment 1 – The Pun Group, LLP Agreement

Attachment 2 – Resolution

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
THE PUN GROUP, LLP**

THIS AGREEMENT is entered into on this 1st day of July, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and THE PUN GROUP, LLP, a Limited Liability Partnership (the "CONSULTANT").

**R E C I T A L S**

WHEREAS, the CITY desires to employ a CONSULTANT to provide Independent Auditing Services.

WHEREAS, the CITY has determined that the CONSULTANT is a Certified Public Accountants firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to perform professional auditing services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2018. The duration of this Agreement is for the period of July 1, 2018 through June 30, 2021, corresponding to audit services provided for fiscal years ending June 30, 2018 to June 30, 2020. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES** The CONSULTANT will perform services as set forth in the attached Exhibit "A".

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings as necessary to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith

and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Mark Roberts, Director of Finance, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Kenneth H. Pun thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed amounts set forth in Exhibit "B". The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "B". Invoices will be processed as set forth in Exhibit "B" for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the

CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not

apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☒ If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000

combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles (“any auto”). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The “project” or “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT’S employees and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers’ Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’S Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder’s alphabetic and financial size category rating of not less than A:VII according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the CITY’S Risk Manager. In the event coverage is provided by non-admitted “surplus lines” carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by



the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a

reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:       Mark Roberts  
                  Director of Finance  
                  Department of Finance  
                  City of National City  
                  1243 National City Boulevard  
                  National City, CA 91950-4397

To CONSULTANT:  
                  Kenneth H. Pun, CPA, CGMA  
                  Managing Partner  
                  The Pun Group, LLP  
                  4365 Executive Drive, Suite 710  
                  San Diego, CA 92121

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**  
**OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its

official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONSULTANT.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

By: \_\_\_\_\_  
Ron Morrison, Mayor

APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

**THE PUN GROUP, LLP**

*(Corporation – signatures of two corporate officers required)  
(Partnership or Sole proprietorship – one signature)*

By:  \_\_\_\_\_  
(Name)

Kenneth H. Pun  
\_\_\_\_\_  
(Print)

Managing Partner  
\_\_\_\_\_  
(Title)

By: \_\_\_\_\_

By: \_\_\_\_\_  
Nicole Pedone  
Senior Assistant City Attorney

(Name)

\_\_\_\_\_  
(Print)

-- OR --

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

# Exhibit A

## Scope of Work

### **The Consultant will be required to perform the following tasks:**

1. audit of all funds of the City in accordance with the United States Government Accountability Office's Generally Accepted Government Auditing Standards;
2. preparation, including word processing, of the City's CAFR and the financial statements of its component units in compliance with applicable GASB statements;
3. Gann limit review pertaining to the City's appropriation limit, rendering a letter annually regarding compliance;
4. City-wide audit of the expenditures of federal grants in accordance with Uniform Guidance and preparation of the appropriate reports, testing two (2) major programs, including the Housing Choice Voucher Program ("HCVP");
5. financial and compliance audit of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") including Kimball Towers;
6. separate United States Department of Housing and Urban Development (HUD) required single audit of Morgan Towers in accordance with Uniform Guidance;
7. commission single audit of federal grants allocable to HCVP in accordance with Uniform Guidance; and
8. Real Estate Assessment Center electronic submission to HUD and related attestations.

### **Additional Services:**

1. compile the Annual State Controller's Report for the City; and
2. serve as a resource and provide training to professional accounting staff on preparation of financial statements and best practices in conformance with applicable laws and governmental accounting standards.

### **Auditing Standards to be followed:**

The Consultant shall review the financial records and all the various funds of the City and prepare all the financial statements in conformance with:

1. generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA);
2. the standards applicable to financial audits contained in *Government Auditing Standards (2011 revision)* issued by the Comptroller General of the United States;
3. the provisions of the Single Audit Act of 1996 and the provisions of Uniform Guidance; and
4. all applicable GASB statements.

### **Reports to be Issued:**

Following the completion of the audit of the fiscal year's financial statements, the Consultant shall issue:

1. a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles for all entities listed above;
2. a report on compliance and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards;
3. a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with Uniform Guidance (Single Audit);
4. a schedule of Expenditures of Federal Awards together with applicable notes to this schedule (Single Audit);
5. a schedule of findings and questioned costs (Single Audit);
6. status of prior year findings (Single Audit); and
7. Form SF-SAC, Data Collections Form for Reporting of Audits of States, Local Governments and Non-Profit Organizations.

## Exhibit B

### Compensation and Payment

Service	FY18	FY19	FY20	FY21	FY22
City Audit, including CAFR	\$ 31,000	\$ 31,620	\$ 32,252	\$ 32,897	\$ 33,555
Single Audit - 2 Major Programs	\$ 8,000	\$ 8,160	\$ 8,323	\$ 8,490	\$ 8,659
GANN Limit	Included	Included	Included	Included	Included
Annual State Controller's Report	\$ 4,500	\$ 4,560	\$ 4,682	\$ 4,775	\$ 4,871
Financial and Compliance Audit of CDC, including Kimball Towers	\$ 7,000	\$ 7,140	\$ 7,283	\$ 7,428	\$ 7,577
Separate HUD - Required Single Audit Morgan Towers	\$ 7,000	\$ 7,140	\$ 7,283	\$ 7,428	\$ 7,577
Commission Single Audit of Federal Grants Allocable to Housing Choice Voucher Program	\$ 3,500	\$ 3,570	\$ 3,641	\$ 3,714	\$ 3,789
REAC Electronic Submission to HUD and Related Attestations	Included	Included	Included	Included	Included
<b>Total for Fiscal Year (not-to-exceed)</b>	<b>\$ 61,000</b>	<b>\$ 62,220</b>	<b>\$ 63,464</b>	<b>\$ 64,734</b>	<b>\$ 66,028</b>

### Standard Billing Rates

POSITION	FY18	FY19	FY20	Optional Year FY21	Optional Year FY22
Partners	\$ 250	\$ 258	\$ 265	\$ 273	\$ 281
Managers	\$ 200	\$ 206	\$ 212	\$ 219	\$ 225
Supervisors	\$ 175	\$ 180	\$ 186	\$ 191	\$ 197
Senior Accountants	\$ 150	\$ 155	\$ 159	\$ 164	\$ 169
Staff Accountants	\$ 125	\$ 129	\$ 133	\$ 137	\$ 141
Clerical	\$ 100	\$ 103	\$ 106	\$ 109	\$ 113

### Invoice Payments

Invoices will cover a period not less than a calendar month. The invoice will be breakdown as follows based on the percentage of proposal amount.

Work Performed	% of Proposal Amount
For Planning	10%
For Interim work	40%
For Year-End work	40%
At Presentation and Acceptance of Final Reports	10%
<b>Total</b>	<b>100%</b>

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City deleting the City of National City Policy Concerning Sexual and Other Forms of Harassment and adopting City Council Policy 604 Discrimination and Harassment. (Human Resources)



# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City deleting the City of National City Policy Concerning Sexual and Other Forms of Harassment and adopting City Council Policy 604 – Discrimination and Harassment.

**PREPARED BY:** Irene Mosley

**DEPARTMENT:** Human Resources

**PHONE:** 336-4308

**APPROVED BY:** 

**EXPLANATION:**

On May 15, 2018, while discussing draft City Council Policy 604, Discrimination and Harassment, Council directed staff to obtain outside counsel to review and provide clarification on the language in the proposed policy.

The Human Resources Department conferred with an attorney subject matter expert to ensure that the policy being presented is in compliance with current Federal, State and local laws. Outside counsel reviewed and determined that the language in the proposed policy is within the parameters of the law.

Staff recommends the proposed deletion of the Policy Concerning Sexual and Other Forms of Harassment and the adoption of the Discrimination and Harassment Policy

The current policy was adopted by City Council Resolution on April 12, 1988, and is also incorporated in the City's Administrative Policy Manual.

The City's formally recognized collective bargaining groups were notified of the proposed revisions. The revisions were met and conferred upon as requested by the collective bargaining groups.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

There is no fiscal impact associated with this item.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution approving revisions to the City of National City Discrimination and Harassment Policy.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Policy Concerning Sexual and Other Forms of Harassment – Current Policy
2. Discrimination and Harassment City Council Policy 604 – Draft

CITY OF NATIONAL CITY  
POLICY CONCERNING SEXUAL  
AND OTHER FORMS OF HARASSMENT

I. INTENT

City supervisors and other staff members are expected to treat members of the public and their fellow employees, with respect and dignity. Sexual harassment or harassment related to a person's race, color, religion, national origin, age, or physical handicap by a City employee will not be tolerated under any circumstances and can lead to disciplinary action including termination.

II. DEFINITION

Harassment is considered to be anything that has the purpose or effect of creating an intimidating, hostile or offensive environment. This may include discriminatory actions as well as discriminatory language. Sexual harassment has more specific definitions that have been developed by the Federal Government. Sexual harassment is defined as subjective to unwelcomed sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when one or more of the following circumstances are present:

- a. Submission to, or toleration of, the conduct is either an obvious or implied term or condition of employment or fair treatment.
- b. Submission to or rejection of such conduct is indicated as a basis for an official decision affecting the individual.
- c. The conduct has the purpose or effect of interfering with an employee's work performance or creating intimidating, hostile, offensive or otherwise more difficult working conditions.
- d. The conduct has the purpose or effect of interfering with a member of the public receiving consistent or fair treatment or services by a City department.

III. IMPLEMENTATION

It is the responsibility of the City Manager to issue procedures to implement this policy. Procedures shall describe program responsibilities, methods or dissemination, training objectives how employees can request assistance if they feel that they have been victims of harassment, and how to handle and record complaints. Input on the development and revision of procedures shall be sought from employees through their designated representatives, the Civil Service Commission and such other sources as deemed appropriate by the City Manager

Approved by the City Council of the City of National City  
April 12, 1988  
Resolution No: 15,588

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

**TITLE: Discrimination and Harassment**

**POLICY #604**

**ADOPTED:**

**AMENDED:**

### **I. POLICY STATEMENT**

It is the policy of the City of National City that all employees, applicants, volunteers, and independent contractors (collectively referred to as “workers”) have a right to work in an environment free of discrimination, which encompasses freedom from harassment based on such factors as sex, sexual orientation, gender or gender identity, marital status, pregnancy (including childbirth or related conditions), race, color, religion, national origin or ancestry, age, physical or mental disability, medical condition, genetic condition, family care or medical leave status, military or veteran status, or any other characteristic protected by law. These characteristics shall be referred to as “protected classifications.” City workers are expected to treat members of the public and their fellow workers with respect and dignity. The City strongly disapproves of discrimination and harassment in any form and will not tolerate this behavior under any circumstance. Any employee, supervisor, manager, elected official or third party is prohibited from engaging in such conduct, and doing so may result in disciplinary action up to and including dismissal.

In addition, retaliation against a worker for reporting violations of this Policy in good faith, or for participating in the investigation of a harassment or discrimination complaint, is strictly prohibited and may result in disciplinary action up to and including dismissal.

Workers who have complaints of discrimination, harassment, or retaliation against anyone at work, including supervisors, co-workers, visitors, or vendors are urged to report such conduct to designated City officials so that the City may investigate and resolve the problem. The City will investigate all complaints in conformance with procedures outlined in this Policy. Where investigators confirm the allegations, appropriate corrective action will be taken.

The City will maintain the confidentiality of information provided in the complaint and investigation process, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

### **II. DEFINITIONS**

Discrimination means unequal or abridged treatment of a person’s right or opportunity to seek, obtain, hold, and prosper in an employment relationship with the City on the basis of any of the protected classifications.

Harassment includes conduct based on a protected classification that has the purpose or effect of unreasonably interfering with an individual’s work performance; creating

# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

an intimidating, hostile, threatening or offensive working environment; or adversely affecting the worker's performance, evaluation, assigned duties or any other condition of employment or career development.

Sexual harassment means unwelcome sexual advances; requests for sexual favors, and other verbal or physical conduct of a sexual nature which occurs under any of the following circumstances:

- Submission to such conduct is made either expressly or by implication a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
- Verbal or physical conduct of a sexual nature that has the purpose or effect of substantially interfering with the employee's ability to do their job or creating an intimidating, hostile, or offensive working environment.

Other examples of sexual harassment include unwelcome sexual flirtations or propositions; verbal abuse of a sexual nature; graphic verbal comments about an individual's body; sexually degrading words used to describe an individual; and the display or use in the work environment of sexually suggestive objects or pictures, posters, jokes, cartoons, or calendar illustrations.

Prohibited sexual harassment need not be motivated by sexual desire.

### **III. PROCEDURES**

#### **A. Worker's Responsibility**

It is important that workers inform the City as soon as soon as possible about any prohibited discrimination, harassment, or retaliation because nothing can be done to remedy the situation if the City does not know that it exists.

Any worker who feels comfortable doing so should also let a co-worker know when that co-worker's behavior or comments are offensive or unwelcome, even if the situation does not rise to the level of a violation of this Policy. However, individuals are not required to handle these situations on their own and individuals should report such issues to the appropriate person as listed below.

Any individual who believes that they have been or are being discriminated against, harassed, or retaliated against in violation of this Policy shall immediately report this violation to his or her supervisor, their department head, the Director of Human Resources, the City Manager, or any other department head or supervisor with whom the individual feels comfortable speaking.

Any individual who is aware or suspects that another individual has been discriminated against, harassed, or retaliated against in violation of this Policy shall

# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

immediately report this violation to his or her supervisor, their department head, the Director of Human Resources, the City Manager, or any other department head or supervisor with whom the individual feels comfortable speaking. Workers may also file a complaint of discrimination, harassment, or retaliation with the California Department of Fair Employment and Housing or U.S. Equal Employment Opportunities Commission. Utilization of the grievance procedure is not a prerequisite to the pursuit of such other remedies.

Employee's reporting possible violations of this Policy will be requested to fill out a Harassment Complaint Form.

Each worker is also responsible for his or her own behavior in observing the City's Discrimination and Harassment Policy.

### **B. Supervisor Responsibility/City Responsibility**

It is the responsibility of each department head and supervisor to maintain a work environment free of harassment, discrimination, and retaliation. This includes being available to discuss this Policy with the workers they supervise and to assure the workers that they are not required to endure any form of prohibited harassment, discrimination, or retaliation. If someone reports allegations of potential violations of this Policy to a supervisor, it is the responsibility of the supervisor to take immediate action by documenting the incident(s) through the use of the Harassment Complaint Form and reporting the allegations to the Director of Human Resources.

Any supervisor who fails to take appropriate action to report or address discrimination, harassment, or retaliation issues may be subject to disciplinary action up to and including termination and also may be found personally liable under Federal and State law.

The Director of Human Resources is responsible for the direction and coordination of the City's efforts regarding this Policy. Also, the Director of Human Resources shall be available for advising employees, managers, and supervisors concerning individual issues and this Policy in general. This Policy shall be disseminated to all City workers.

### **C. Investigation**

The City will document and investigate all complaints of harassment in a prompt, objective, and thorough manner, including interviews of those with relevant knowledge. The investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties and witnesses involved. Complete confidentiality cannot occur, however, due to the need to investigate fully and to take effective remedial action. The Director of Human Resources or the appropriate department head or supervisor will be responsible for directing an investigation into such allegations and for implementing appropriate remedial action, where warranted. The extent of the investigation and the designation of the investigator will depend on the circumstances of the complaint. In certain circumstances, the City may also

# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

designate an outside investigator to conduct the investigation. The City will not disclose a completed investigation report except as it deems necessary to support disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or as otherwise required by law.

### **D. Resolution**

After investigation, the City will communicate the confidential findings (i.e., sustained or not sustained) to the complainant, the alleged harasser, and members of management with a legitimate need to know.

If there is a finding that discrimination, harassment, or retaliation in violation of this Policy or applicable laws has occurred, the City will take appropriate and immediate action to end any discrimination, harassment, or retaliation and prevent its recurrence. Any employee found to have violated this Policy will be disciplined up to and including termination. Specific action taken will depend upon the specific circumstances.

Knowingly, falsely accusing someone of violating this Policy or otherwise knowingly giving false or misleading information in an investigation regarding this Policy shall be grounds for disciplinary action, up to and including, termination of employment.

## **IV. HARASSMENT INVOLVING THE PUBLIC**

The City strictly prohibits harassment or retaliation of any member of the public by any City worker.

In addition, if a worker feels that he or she is being subjected to harassment, as defined above, by a member of the public, the worker should report such harassment to his or her supervisor (or other person listed above) for investigation and appropriate action.

## **V. TRAINING PROGRAMS**

Training programs to implement this Policy shall be developed and presented. It shall be mandatory that each management and supervisory employee attend one of these programs at least once every two years as required by State law. In addition, the City shall take measures periodically to ensure that all workers are made aware of the implications of this Policy. The emphasis in these programs shall include:

- the commitment of the City to eradicate sexual and other described forms of harassment;
- effective methods of deterring the incidence of such harassment;
- awareness of the importance and seriousness of this problem;

# **CITY COUNCIL POLICY**

## **CITY OF NATIONAL CITY**

- the specific procedures of responding to complaints of harassment;
- discussion of abusive conduct/bullying.

DRAFT

# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY



### CITY OF NATIONAL CITY HUMAN RESOURCES DEPARTMENT

## HARASSMENT COMPLAINT FORM

THIS FORM MAY BE USED BY ANY EMPLOYEE OR CITIZEN TO FILE A COMPLAINT OF SEXUAL OR OTHER HARASSMENT, AND SHALL BE KEPT AS CONFIDENTIAL AS POSSIBLE BY THE CITY OFFICIAL WHO RECEIVES IT, IF THE EMPLOYEE WISHES TO MAKE THE COMPLAINT VERBALLY, HE/SHE MAY DO SO, AND THE CITY OFFICIAL WHO RECEIVES THE COMPLAINT SHALL COMPLETE THIS FORM FOR THE RECORD. THE EMPLOYEE MAY OPT NOT TO MAKE THE COMPLAINT WITH THE DEPARTMENT AND CHOOSE TO MAKE THE COMPLAINT DIRECTLY WITH THE DIRECTOR OF HUMAN RESOURCES. AN EMPLOYEE WHO IS CONSIDERING A COMPLAINT OF THIS NATURE SHOULD REFER TO COUNCIL POLICY RESOLUTION 15,588 AND TO THE APPROVED PROCEDURES FROM THE CITY MANAGER.

Date of Complaint: \_\_\_\_\_

Name of Person Filing Complaint: \_\_\_\_\_

Department: \_\_\_\_\_ Job Title: \_\_\_\_\_

(If not a City employee, home address and telephone number)

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Description of incident(s): Include dates, times, places and circumstances of incidents. (Attach additional sheets if necessary)

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Name or description of alleged offender(s): include department and job title or address/telephone number if applicable.

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Name and title of complainant's or alleged offender's supervisor (if applicable):

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# CITY COUNCIL POLICY

## CITY OF NATIONAL CITY

Name and telephone numbers of any witnesses or persons having first hand information about this situation.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Nature of relief sought: \_\_\_\_\_  
\_\_\_\_\_

Signature of complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title of City of National City \_\_\_\_\_ Date \_\_\_\_\_  
Official receiving complaint: \_\_\_\_\_ Received: \_\_\_\_\_

Did complainant discuss this situation with alleged offender? (when & where?):  
\_\_\_\_\_  
\_\_\_\_\_

Did complainant discuss this situation with alleged offender's or their immediate supervisor?  
(when and where and action taken by supervisor?): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was an in-depth investigation conducted? (give details): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action to be taken (give details): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has this complaint been reviewed by the City Attorney? ☐ Yes ☐ No  
Does this action satisfy the complainant? ☐ Yes ☐ No

If "yes", signature of complainant: \_\_\_\_\_  
(If not, refer the complaint to the Director of Human Resources for resolution)

Signature of receiving City official \_\_\_\_\_ Date: \_\_\_\_\_

Forward this form to the Director of Human Resources upon completion at the departmental level.

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended April 30, 2018. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Investment transactions for the month ended April 30, 2018.

**PREPARED BY:** *Ron Gutlay*

**PHONE:** 619-336-4346

**DEPARTMENT:** Finance

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending April 30, 2018.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**  
NA

**APPROVED:** \_\_\_\_\_ **FINANCE**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Accept and file the Investment Transaction Ledger for the month ended April 30, 2018.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Investment Transaction Ledger



# Transaction Ledger

3/31/18 Thru 4/30/18

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	04/02/2018	60934N807	2,812.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	2,812.50	0.00	2,812.50	0.00
Purchase	04/03/2018	60934N807	186.14	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	186.14	0.00	186.14	0.00
Purchase	04/05/2018	60934N807	7,222.22	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	7,222.22	0.00	7,222.22	0.00
Purchase	04/06/2018	037833AQ3	130,000.00	Apple Inc Note 2.1% Due 5/6/2019	99.788	2.30 %	129,724.40	1,137.50	130,861.90	0.00
Purchase	04/16/2018	60934N807	16,369.31	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	16,369.31	0.00	16,369.31	0.00
Purchase	04/16/2018	60934N807	29,246.29	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	29,246.29	0.00	29,246.29	0.00
Purchase	04/16/2018	60934N807	31,795.72	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	31,795.72	0.00	31,795.72	0.00
Purchase	04/16/2018	60934N807	463.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	463.75	0.00	463.75	0.00
Purchase	04/18/2018	60934N807	7,304.07	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	7,304.07	0.00	7,304.07	0.00
Purchase	04/19/2018	60934N807	2,221.88	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	2,221.88	0.00	2,221.88	0.00
Purchase	04/20/2018	60934N807	3,162.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	3,162.50	0.00	3,162.50	0.00
Purchase	04/25/2018	60934N807	450,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	450,000.00	0.00	450,000.00	0.00
Purchase	04/25/2018	60934N807	2,531.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	2,531.25	0.00	2,531.25	0.00
Purchase	04/26/2018	69353RFE3	400,000.00	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	96.448	3.35 %	385,792.00	2,395.56	388,187.56	0.00
Purchase	04/30/2018	60934N807	415,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	415,000.00	0.00	415,000.00	0.00
Purchase	04/30/2018	60934N807	7,546.88	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	7,546.88	0.00	7,546.88	0.00
Purchase	04/30/2018	912828W89	600,000.00	US Treasury Note 1.875% Due 3/31/2022	96.766	2.75 %	580,593.75	922.13	581,515.88	0.00
<b>Subtotal</b>			<b>2,105,862.51</b>				<b>2,071,972.66</b>	<b>4,455.19</b>	<b>2,076,427.85</b>	<b>0.00</b>
Security Contribution	04/15/2018	90LAIF\$00	100,140.62	Local Agency Investment Fund State Pool	1.000		100,140.62	0.00	100,140.62	0.00
Security Contribution	04/30/2018	90SDCP\$00	1,000.00	County of San Diego Pooled Investment Pool	1.000		1,000.00	0.00	1,000.00	0.00
<b>Subtotal</b>			<b>101,140.62</b>				<b>101,140.62</b>	<b>0.00</b>	<b>101,140.62</b>	<b>0.00</b>
Short Sale	04/26/2018	60934N807	-388,187.56	Federated Investors Govt Oblig Fund Inst.	1.000		-388,187.56	0.00	-388,187.56	0.00
Short Sale	04/30/2018	60934N807	-581,515.88	Federated Investors Govt Oblig Fund Inst.	1.000		-581,515.88	0.00	-581,515.88	0.00
<b>Subtotal</b>			<b>-969,703.44</b>				<b>-969,703.44</b>	<b>0.00</b>	<b>-969,703.44</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>1,237,299.69</b>				<b>1,203,409.84</b>	<b>4,455.19</b>	<b>1,207,865.03</b>	<b>0.00</b>



## Transaction Ledger

3/31/18 Thru 4/30/18

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Closing Purchase	04/26/2018	60934N807	-388,187.56	Federated Investors Govt Oblig Fund Inst.	1.000		-388,187.56	0.00	-388,187.56	0.00
Closing Purchase	04/30/2018	60934N807	-581,515.88	Federated Investors Govt Oblig Fund Inst.	1.000		-581,515.88	0.00	-581,515.88	0.00
	<b>Subtotal</b>		<b>-969,703.44</b>				<b>-969,703.44</b>	<b>0.00</b>	<b>-969,703.44</b>	<b>0.00</b>
Sale	04/06/2018	60934N807	130,861.90	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	130,861.90	0.00	130,861.90	0.00
Sale	04/26/2018	60934N807	388,187.56	Federated Investors Govt Oblig Fund Inst.	1.000	1.28 %	388,187.56	0.00	388,187.56	0.00
Sale	04/30/2018	60934N807	581,515.88	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	581,515.88	0.00	581,515.88	0.00
	<b>Subtotal</b>		<b>1,100,565.34</b>				<b>1,100,565.34</b>	<b>0.00</b>	<b>1,100,565.34</b>	<b>0.00</b>
Paydown	04/16/2018	47788BAB0	16,163.26	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		16,163.26	206.05	16,369.31	1.40
Paydown	04/16/2018	65478GAB6	28,583.29	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	100.000		28,583.29	663.00	29,246.29	1.12
Paydown	04/16/2018	89237RAB4	31,137.39	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		31,137.39	658.33	31,795.72	0.30
Paydown	04/16/2018	89238BAB8	0.00	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		0.00	463.75	463.75	0.00
Paydown	04/18/2018	43814PAB6	7,107.82	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 1/21/2020	100.000		7,107.82	196.25	7,304.07	0.63
	<b>Subtotal</b>		<b>82,991.76</b>				<b>82,991.76</b>	<b>2,187.38</b>	<b>85,179.14</b>	<b>3.45</b>
Maturity	04/25/2018	3130A4GJ5	450,000.00	FHLB Note 1.125% Due 4/25/2018	100.000		450,000.00	0.00	450,000.00	-1,689.00
Maturity	04/30/2018	912828UZ1	415,000.00	US Treasury Note 0.625% Due 4/30/2018	100.000		415,000.00	0.00	415,000.00	3,819.70
	<b>Subtotal</b>		<b>865,000.00</b>				<b>865,000.00</b>	<b>0.00</b>	<b>865,000.00</b>	<b>2,130.70</b>
Security Withdrawal	04/04/2018	60934N807	2,147.37	Federated Investors Govt Oblig Fund Inst.	1.000		2,147.37	0.00	2,147.37	0.00
	<b>Subtotal</b>		<b>2,147.37</b>				<b>2,147.37</b>	<b>0.00</b>	<b>2,147.37</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>1,081,001.03</b>				<b>1,081,001.03</b>	<b>2,187.38</b>	<b>1,083,188.41</b>	<b>2,134.15</b>



# Transaction Ledger

3/31/18 Thru 4/30/18

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	04/02/2018	3137EADM8	450,000.00	FHLMC Note 1.25% Due 10/2/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	04/05/2018	3135G0T78	500,000.00	FNMA Note 2% Due 10/5/2022	0.000		4,972.22	0.00	4,972.22	0.00
Interest	04/05/2018	459058ER0	450,000.00	Intl. Bank Recon & Development Note 1% Due 10/5/2018	0.000		2,250.00	0.00	2,250.00	0.00
Interest	04/19/2018	3135G0E58	395,000.00	FNMA Note 1.125% Due 10/19/2018	0.000		2,221.88	0.00	2,221.88	0.00
Interest	04/20/2018	3137EAEF2	460,000.00	FHLMC Note 1.375% Due 4/20/2020	0.000		3,162.50	0.00	3,162.50	0.00
Interest	04/25/2018	3130A4GJ5	450,000.00	FHLB Note 1.125% Due 4/25/2018	0.000		2,531.25	0.00	2,531.25	0.00
Interest	04/30/2018	912828Q78	500,000.00	US Treasury Note 1.375% Due 4/30/2021	0.000		3,437.50	0.00	3,437.50	0.00
Interest	04/30/2018	912828ST8	450,000.00	US Treasury Note 1.25% Due 4/30/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	04/30/2018	912828UZ1	415,000.00	US Treasury Note 0.625% Due 4/30/2018	0.000		1,296.88	0.00	1,296.88	0.00
<b>Subtotal</b>			<b>4,070,000.00</b>				<b>25,497.23</b>	<b>0.00</b>	<b>25,497.23</b>	<b>0.00</b>
Dividend	04/01/2018	90SDCP\$00	24,311,000.00	County of San Diego Pooled Investment Pool	0.000		31,469.94	0.00	31,469.94	0.00
Dividend	04/03/2018	60934N807	284,411.70	Federated Investors Govt Oblig Fund Inst.	0.000		186.14	0.00	186.14	0.00
Dividend	04/15/2018	90LAIF\$00	2,437,999,321.08	Local Agency Investment Fund State Pool	0.000		100,140.62	0.00	100,140.62	0.00
<b>Subtotal</b>			<b>2,462,594,732.78</b>				<b>131,796.70</b>	<b>0.00</b>	<b>131,796.70</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>2,466,664,732.78</b>				<b>157,293.93</b>	<b>0.00</b>	<b>157,293.93</b>	<b>0.00</b>

The following page(s) contain the backup material for Agenda Item: Warrant Register #46 for the period of 05/09/18 through 05/15/18 in the amount of \$2,278,667.82.  
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #46 for the period of 05/09/18 through 05/15/18 in the amount of \$2,278,667.82.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 05/09/18 through 05/15/18.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Ameresco	335192	858,694.75	Energy Service Agreement
Archibald Sheet Metal	335195	169,024.00	8 <sup>th</sup> Street Bridge Gateway Sign
Dick Miller Inc	335218	317,474.21	Citywide Alley Improvement
Eagle Paving Company	335222	202,304.35	Citywide Alley Improvement
Kimley Horn and Assoc	335232	70,841.60	Sweetwater Final Design
Project Prof. Corp	335257	141,942.78	Wayfinding, Phase II
Southwest Signal Service	335268	55,878.54	Intersection Maint for Month of Oct
Adminsure Inc	26127	70,745.17	WC Account Replenishment / April

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$2,278,667.82.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,278,667.82

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register #46





**WARRANT REGISTER #46**  
**5/15/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALESSANDRA ECK	FIT4DRUMS INSTRUCTOR FOR AQUATIC ADVENTURES	335184	5/14/18	160.00
GEORGE WATERS NUTRITION CENTER	WRAPPED SANDWICHES FOR COMMUNITY SERVICES	335185	5/14/18	825.00
LIVING COAST DISCOVERY CENTER	DISCOVERY STATION FOR AQUATIC ADVENTURES	335186	5/14/18	375.00
SAN DIEGO FAMILY MAGAZINE LLC	MARKETING AD FOR AQUATIC ADVENTURES / CSD	335187	5/14/18	705.00
SD READER INC.	MARKETING AD FOR AQUATIC ADVENTURES / CSD	335188	5/14/18	800.00
ACME SAFETY & SUPPLY CORP	STRIPING PAINT / PW	335189	5/15/18	64.00
AIRGAS WEST	MOP 45714 AUTO SUPPLIES PW	335190	5/15/18	170.22
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TEST	335191	5/15/18	60.00
AMERESCO INC	ENERGY SERVICE AGREEMENT	335192	5/15/18	858,694.75
AMERICAN RADIO INC	REMOTE SPEAKER MICROPHONE	335193	5/15/18	427.32
AMERICAN RECORDER TECHNOLOGIES	(8) CO 2 GAS CARTRIDGES	335194	5/15/18	117.77
ARCHIBALD SHEET METAL	8TH STREET BRIDGE GATEWAY SIGN	335195	5/15/18	169,024.00
ATKINS NORTH AMERICA INC	N.C. ALLEY DESIGN SERVICES	335196	5/15/18	805.00
BANNER BANK	CITYWIDE ALLEY IMPROV.	335197	5/15/18	16,709.17
BASILE CONSTRUCTION INC	EMERGENCY SEWER REPAIR	335198	5/15/18	21,099.16
BSN SPORTS LLC	VOLLEYBALL SYSTEM AND STORAGE UNIT FOR CSD	335199	5/15/18	5,238.09
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES PW	335200	5/15/18	1,945.27
CANON SOLUTIONS AMERICA INC.	PLOTTER / ENGINEERING	335201	5/15/18	50.00
CASAS, LAURA	TRANSLATION SVCS. - 05/01/2018 REGULAR COUNCIL	335202	5/15/18	100.00
CEB	BOOKS / CITY ATTORNEY	335203	5/15/18	190.50
CHEN RYAN ASSOCIATES INC	SANDAG GRANTS	335204	5/15/18	6,415.77
CIRCULATE SAN DIEGO	ACTIVE TRANSPORTATION PLANNING	335205	5/15/18	1,783.89
CITY OF SAN DIEGO	TRANSPORTATION/TREATMENT FEES FY 2018	335206	5/15/18	960.69
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES PW	335207	5/15/18	275.24
COMMERCIAL AQUATIC SERVICE INC	CHEMICAL SUPPLIES PURCHASES FOR POOL	335208	5/15/18	3,765.68
COMPUTER PROTECTION TECH INC	UPS CAPACITORS MITSUBISHI 2033C 30KVA / MIS	335209	5/15/18	8,422.21
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM	335210	5/15/18	9,234.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / APRIL 2018	335211	5/15/18	2,600.03
COUNTYWIDE MECHANICAL	HVAC PREVENTATIVE MAINTENANCE	335212	5/15/18	44,582.84
COX COMMUNICATIONS	COX DATA SERVICES MAY	335213	5/15/18	174.00
CURVATURE LLC	GLC-T-CURV~	335214	5/15/18	1,870.00
CYNTHIA TITGEN CONSULTING INC	RISK MONTHLY SERVICES	335215	5/15/18	3,202.50
DANIELS TIRE SERVICE	MOP 76986 TIRES PW	335216	5/15/18	1,129.15
DATA TICKET INC	DATA TICKET PARKING MARCH/ NSD	335217	5/15/18	2,663.81
DICK MILLER INC	CITYWIDE ALLEY IMPROV.	335218	5/15/18	317,474.21
DIMENSION DATA	CABLING SERVICES	335219	5/15/18	1,980.00
D-MAX ENGINEERING	PEDESTRIAN MIDBLOCK CROSSING E.	335220	5/15/18	138.88
DURON, C	EDUCATION REIMBURSEMENT	335221	5/15/18	870.00
EAGLE PAVING COMPANY INC	CITYWIDE ALLEY IMPROVEMENT	335222	5/15/18	202,304.35
ESRI	ARCGIS ONLINE SUBSCRIPTION	335223	5/15/18	10,000.00
FEDEX	MAILING SERVICES / HOUSING	335224	5/15/18	41.84
FERGUSON ENTERPRISES INC	MOP 45723 PLUMBING SUPPLIES PW	335225	5/15/18	1,161.25
GEORGE H WATERS NUTRITION CTR	NEIGHBORHOOD COUNCIL BREAKFAST/MARCH 18'	335226	5/15/18	1,700.00
GRAINGER	SUPPLIES FOR PW	335227	5/15/18	11,950.13
HAAKER EQUIPMENT COMPANY	PANEL FILTER	335228	5/15/18	752.44
HARRIS & ASSOCIATES INC	PARADISE VALLEY CREEK W.Q.	335229	5/15/18	20,135.00
HUTCHINSON, C	REIMBURSEMENT	335230	5/15/18	40.22
IRON MOUNTAIN	RECORDS MANAGEMENT & DOCUMENT STORAGE	335231	5/15/18	180.00
KIMLEY HORN AND ASSOC INC	SWEETWATER FIN	335232	5/15/18	70,841.60
KLOS, K	ADVANCED DISABI	335233	5/15/18	800.56



**WARRANT REGISTER #46**  
**5/15/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KTUA	NATIONAL CITY GRANTS	335234	5/15/18	11,573.75
LEFORTS SMALL ENGINE REPAIR	MOP 80702 AUTO SUPPLIES PW	335235	5/15/18	286.78
LEHR AUTO ELECTRIC	BUMPER / PW	335236	5/15/18	539.38
LIEBERT CASSIDY WHITMORE	REVIEW CITY POLICIES	335237	5/15/18	2,898.00
LOPEZ, TERESA YOLANDA	TRANSLATION SVCS. - 05/08/18 CITY COUNCIL MEETING	335238	5/15/18	400.00
MARIOTA, R	TRAINING REIM ROT / MARIOTA / PD	335239	5/15/18	325.16
MARLO'S AUTO SPECIALTIES	REPAIR AND REFINISH HOOD PANEL	335240	5/15/18	1,275.00
MAXIOM, L	TRAVEL REIMB/LAUREN MAXIOM/GSMCON 18'	335241	5/15/18	129.94
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	335242	5/15/18	945.09
MEINTS, JOHN	SIGNAGE & FACADE IMPROVEMENT	335243	5/15/18	15,000.00
MOSSY NISSAN	MOP 80703 AUTO SUPPLIES PW	335244	5/15/18	154.60
NAGLE, N	TRAINING NOTARY UPDATE FILING REIM/NAGLE / PD	335245	5/15/18	56.00
NATIONAL CITY CAR WASH	MOP 72454 AUTO SERVICES PW	335246	5/15/18	725.00
NERI LANDSCAPE ARCHITECTURE	PARADISE CREEK PARK	335247	5/15/18	32,853.20
NV5 INC	HARDING AVE. & 21ST ST. FINAL D.	335248	5/15/18	33,146.98
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES PW	335249	5/15/18	274.69
PACIFIC PRODUCTS & SERVICES	HEAVY DUTY ANCHOR	335250	5/15/18	1,479.82
PACIFIC SAFETY CENTER	BACKHOE OPERATOR TRAINING CLASS FOR STREETS	335251	5/15/18	450.00
PACIFIC TELEMAGEMENT SERVICE	PHONE SERVICES / DEC 2018	335252	5/15/18	78.00
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	335253	5/15/18	353.96
PENSKE FORD	R&M CITY VEHICLES FOR FY 2018	335254	5/15/18	76.60
POWERSTRIDE BATTERY CO INC	MOP 67839 ELECTRIC SUPPLIES PW	335255	5/15/18	1,393.41
PRO BUILD	MOP 45707 GEN. SUPPLIES PW	335256	5/15/18	949.86
PROJECT PROFESSIONALS CORP	WAYFINDING, PHASE II	335257	5/15/18	141,942.78
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES PW	335258	5/15/18	755.72
RANDALL LAMB ASSOCIATES INC	LAS PALMAS POOL ELECTRICAL S.	335259	5/15/18	21,292.50
RDO EQUIPMENT CO	OIL FILTER, FIELD FILTER, ELEMENT	335260	5/15/18	627.78
SAN DIEGO PLASTICS INC	COROPLAST WHITE,COROPLAST YELLOW SIGNS	335261	5/15/18	247.12
SAN DIEGO UNION TRIBUNE	ADVERTISING 4 CIP PROJECTS	335262	5/15/18	2,141.44
SDG&E	STREETS DIVISION GAS & ELECTRIC UTILITIES	335263	5/15/18	7,882.10
SENDT, WILLIAM	PLANNING COMM REIMB FOR CONFERENCE	335264	5/15/18	838.11
SITEONE LANDSCAPE SUPPLY LLC	MOP 45720 LANDSCAPE SUPPLIES PW	335265	5/15/18	1,841.01
SMART & FINAL	MOP 45756. SNACKS FOR COMMUNITY SERVICE	335266	5/15/18	811.67
SOUTHERN CALIF TRUCK STOP	MOP 45758 OIL SUPPLIES PW	335267	5/15/18	143.98
SOUTHWEST SIGNAL SERVICE	INTERSECTION MAINTENANCE FOR THE MONTH OCT	335268	5/15/18	55,878.54
SPEEDPRO IMAGING	DECALS SWEEPER	335269	5/15/18	410.67
SPURLOCK LANDSCAPE ARCHITECTS	PARADISE CREEK PARK & TRAIL	335270	5/15/18	1,700.00
STANICH, C	TRAINING REIM LEADERSHIP/STANICH	335271	5/15/18	84.70
STAPLES BUSINESS ADVANTAGE	MOP #45704 OFFICES SUPPLIES / CITY ATTORNEY	335272	5/15/18	288.77
SUMMIT SUPPLY	360 INFANTS RUBBER SEAT BLUE / PW	335273	5/15/18	349.95
THE EPOCH TIMES	NOTICE OF ELECTION - CHINESE	335274	5/15/18	210.00
THE LIGHTHOUSE INC	LED LIGHT DUALCOLOR	335275	5/15/18	1,166.81
THE SHERWIN WILLIAMS CO	MOP 77816 PAINTING SUPPLIES PW	335276	5/15/18	30.45
THE SOHAGI LAW GROUP	PROFESSIONAL SERVICES	335277	5/15/18	272.75
TOPECO PRODUCTS	MOP 63849AUTO SUPPLIES PW	335278	5/15/18	65.26
U S BANK	TRAINING EXPENSES CREDIT CARD / PD	335279	5/15/18	4,318.88
U S BANK	CAR RENTAL / ENG	335280	5/15/18	500.85
U S HEALTHWORKS	DOT EXAM & HEP A & B VACCINES	335281	5/15/18	854.00
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE FY 2018	335282	5/15/18	343.30
UNITED RENTALS	BLADE DELUXE CU	335283	5/15/18	123.93



**WARRANT REGISTER #46  
5/15/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
UNITED ROTARY BRUSH CORP	MOP 62683AUTO SUPPLIES PW	335284	5/15/18	136.26
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 ELECTRIC SUPPLIES PW	335285	5/15/18	286.62
VERIZON WIRELESS	VERIZON CELLULAR SERVICE APRIL	335286	5/15/18	10,676.79
VISTA PAINT	MOP 68834 PAINT SUPPLIES PW	335287	5/15/18	240.80
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES PW	335288	5/15/18	1,159.94
WETMORES	MOP 80333 AUTO SUPPLIES PW	335289	5/15/18	175.62
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	335290	5/15/18	766.60
YAMANE, DITAS	PLANNING COMM CONFERENCE - REIMBURSEMENT	335291	5/15/18	947.93
ZAPPIELLO, L	REIMBURSEMENT MILEAGE	335292	5/15/18	15.47
ZUMAR INDUSTRIES INC	STREET SINGS / PW	335293	5/15/18	498.20
<b>A/P Total</b>				<b>2,170,403.06</b>
<b>WIRED PAYMENTS</b>				
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET / APRIL 2018	26124	5/10/18	36,988.29
ADMINSURE INC	WC ACCOUNT REPLENISHMENT / APRIL 2018	26127	5/10/18	70,745.17
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVC'S BASE FEE / MAY 2018	247543	5/11/18	531.30

**GRAND TOTAL**

**\$ 2,278,667.82**

## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
ALBERT MENDIVIL, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 3<sup>rd</sup> OF JULY, 2018.

AYES\_\_\_\_\_

NAYS\_\_\_\_\_

ABSENT\_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #47 for the period of 05/16/18 through 05/22/18 in the amount of \$2,010,408.78.  
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #47 for the period of 05/16/18 through 05/22/18 in the amount of \$2,010,408.78.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 05/16/18 through 05/22/18.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
County of San Diego	335343	56,000.00	June 5 <sup>th</sup> Election – Advance Deposit
County of San Diego	335344	168,701.36	Sweetwater Channel Maint.
ESGIL	335354	59,369.58	Plan Checks / Building
Folsom Lake Ford	335359	168,583.77	2018 Ford Explorer / Police
Public Emp Ret System	51718	235,178.17	Service Period 4/24/18 – 5/07/18

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$2,010,408.78.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$2,010,408.78

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register #47



**WARRANT REGISTER #47**  
**5/22/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACE UNIFORMS & ACCESSORIES INC	SWAT UNIFORM / PD	335294	5/22/18	370.08
BLACKIE'S TROPHIES AND AWARDS	MOP 75487. SUPPLIES FOR PD	335295	5/22/18	60.62
CHILDREN'S HOSPITAL	CHILD ABUSE EXAM / PD	335296	5/22/18	461.00
DEPT OF JUSTICE	DOJ FINGERPRINTS / PD	335297	5/22/18	245.00
EXPERIAN	CREDIT CHECKS / PD	335298	5/22/18	27.72
GARDNER & ASSOCIATES	MINI BADGE STICKERS / PD	335299	5/22/18	734.88
GUTIERREZ JR, C	TUIT REIMB: CRIME AND CRIMINAL JUSTICE / PD	335300	5/22/18	2,097.00
LANGUAGE LINE SERVICES	TRANSLATION SERVICE / PD	335301	5/22/18	95.62
LASER SAVER INC	MOP INK CARTRIDGES / PD	335302	5/22/18	271.71
LEXIPOL LLC	LEXIPOL SERVICES / PD / APRIL 2018	335303	5/22/18	1,725.00
MAN K9 INC	MONTHLY K9 TRAINING / PD	335304	5/22/18	2,080.00
PALOMAR HEALTH	SART EXAMS MARCH 2018 / PD	335305	5/22/18	4,050.00
PORAC LEGAL DEFENSE FUND	RESERVE LEGAL DEF FUND / PD	335306	5/22/18	108.00
PRO BUILD	MOP SUPPLIES FOR PD	335307	5/22/18	213.68
SAVMART PHARMACEUTICAL SERVICE	NALOXONE 2ML / PD	335308	5/22/18	1,900.63
SMART SOURCE OF CALIFORNIA LLC	MOP / KICKSACKS / PD	335309	5/22/18	1,137.70
SYMBOLARTS, LLC	BADGES / PD	335310	5/22/18	378.00
TECHNOLOGY INTEGRATION GROUP	MISC MIS SUPPLIES FOR PD	335311	5/22/18	35.45
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE MARCH / PD	335312	5/22/18	800.00
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE / PD	335313	5/22/18	742.87
VCA MAIN ST ANIMAL HOSPITAL	K9 CARE DUKE /PD	335314	5/22/18	170.32
VWR	LAB SUPPLIES / PD	335315	5/22/18	980.92
WEST PAYMENT CENTER	INVESTIGATIONS SERVICES MARCH 18 / PD	335316	5/22/18	1,193.40
WILLY'S ELECTRONIC SUPPLY	MOP SUPPLIES FOR PD	335317	5/22/18	34.69
ABARCA, MARIA	REFUND FOR OVERPAYMENT / SEC 8	335318	5/22/18	651.00
ACME SAFETY & SUPPLY CORP	522C-2 SURVEY VEST / PW	335319	5/22/18	474.15
ADMINSURE INC	WC AND CLAIMS REVIEW	335320	5/22/18	7,169.16
ALDEMCO	FOOD / NUTRITION CENTER	335321	5/22/18	1,605.86
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	335322	5/22/18	542.34
AMAZON	BOOKS / LIBRARY	335323	5/22/18	649.40
AMERICAN RADIO INC	RADIO INTERFACING	335324	5/22/18	445.30
AT&T	AT&T SBC PHONE SERVICE APRIL	335325	5/22/18	1,582.24
AT&T	AT&T SBC PHONE SERVICE MAY	335326	5/22/18	1,045.43
AT&T	AT&T SBC PHONE SERVICE MAY	335327	5/22/18	80.23
BEST BEST & KRIEGER ATTNY LAW	PERSONNEL ISSUES / HR	335328	5/22/18	867.00
BOOT WORLD	64096 SAFETY APPAREL PW	335329	5/22/18	125.00
BOUND TREE MEDICAL LLC	LARYNGOSCOPE BLADES / FIRE	335330	5/22/18	422.16
BRAD C WOODALL MAI	APPRAISAL SERV. 1430 HOOVER	335331	5/22/18	3,000.00
BSN SPORTS LLC	INDOOR/OUTDOOR TABLETOP SCOREBOARDS/CSD	335332	5/22/18	1,480.64
C A P F	MAY 2018 - FIRE LTD	335333	5/22/18	931.00
CALIFORNIA LAW ENFORCEMENT	MAY 2018 - PD LTD	335334	5/22/18	2,070.25
CARAVANTES, S	REIMBURSEMENT: CERT EXPENSES	335335	5/22/18	108.70
CASAS, LAURA	INTERPRETATION 05/08/18 BUDGET WORKSHOP	335336	5/22/18	175.00
CDWG	ZOOM H6 PORTABLE DIGITAL RECORDER FIELD	335337	5/22/18	1,156.12
CEB	CA MUNICIPAL LAW HANDBOOK 2017	335338	5/22/18	415.76
CHELIUS, A	TRAINING ICAC CONF/CHELIUS / PD	335339	5/22/18	1,022.55
CHILDREN'S HOSPITAL	NC SAFE ROUTES TO SCHOOL	335340	5/22/18	23,752.77
CITY OF CHULA VISTA	FATAL PLUS FOR ARO / PD	335341	5/22/18	1,409.61
CONCEPT DEVELOPMT CORPORATION	RIFLE SAFE EJECTOR	335342	5/22/18	1,999.90
COUNTY OF SAN DIEGO	JUNE 5TH ELECT	335343	5/22/18	56,000.00





**WARRANT REGISTER #47**  
**5/22/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COUNTY OF SAN DIEGO	SWEETWATER CHANNEL MAINT.	335344	5/22/18	168,701.36
COUNTY OF SAN DIEGO	CO OF SD PARKING CITATION REV / APR 2018	335345	5/22/18	9,164.03
COX COMMUNICATIONS	COX DATA SERVICES MAY	335346	5/22/18	400.62
CULLIGAN	WATER SOFTENER / NUTRITION	335347	5/22/18	221.50
DAY WIRELESS SYSTEMS	BATTERIES, VOLUME KNOBS / FIRE	335348	5/22/18	390.63
DIAMOND ENVIRONMENTAL SVCS	PORTABLE RESTROOM FOR AQUATIC ADVENTURES	335349	5/22/18	215.20
DIVISION OF THE STATE	SB1186 DISABILITY ACCESS AND EDU FEE / FINANCE	335350	5/22/18	121.00
DIVISION OF THE STATE	SB1186 DISABILITY ACCESS AND EDU FEE / FINANCE	335351	5/22/18	106.20
D-MAX ENGINEERING	ON-CALL PROJECT SUPPORT SERVICES / ENG	335352	5/22/18	19,833.81
ENTERPRISE FLEET MANAGEMENT	CITY VEHICLE FLEET LEASE AND MAINTENANCE	335353	5/22/18	14,537.45
ESGIL CORPORATION	PLAN CHECKS / BUILDING	335354	5/22/18	59,369.58
EVENTSTABLE	60" ROUND PLASTIC FOLDING TABLE / CSD	335355	5/22/18	1,224.02
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLUMBING PARTS & MATERIALS / PW	335356	5/22/18	330.71
FEDEX	SHIPPING CHARGES / FIRE DEPT	335357	5/22/18	23.69
FERGUSON ENTERPRISES INC	45723 BUILDING SUPPLIES PW	335358	5/22/18	53.44
FOLSOM LAKE FORD	2018 FORD EXPLORER / POLICE	335359	5/22/18	168,583.77
GARCIA JR., FRANCISCO	EVENT PHOTOSHOOT FOR AQUATIC ADVENTURES	335360	5/22/18	225.00
GEOSYNTEC CONSULTANTS INC	DUCK POND / ENGINEERING	335361	5/22/18	4,443.25
GOVCONNECTION INC	WORKSTATION FOR DISPATCH / PD	335362	5/22/18	3,111.86
GRAINGER	MOP 65179. SUPPLIES FOR FIRE DEPT	335363	5/22/18	787.45
HAAKER EQUIPMENT COMPANY	INTEREST CHARGE / PW	335364	5/22/18	11.29
HUNTER'S NURSERY INC	45719 LANDSCAPE SUPPLIES PW	335365	5/22/18	396.30
KONICA MINOLTA	KONICA MINOLTA COPIER EQUIPMENT LEASE	335366	5/22/18	2,530.61
LASER SAVER INC	MOP #45725 - INK CARTRIDGES - CITY CLERK	335367	5/22/18	239.08
LOPEZ, TERESA YOLANDA	INTERPRETATION SVCS. - 05/15/18 REGULAR	335368	5/22/18	160.00
MABPA	MABPA 2018 MEMBERSHIP / MENDIVIL	335369	5/22/18	250.00
MABPA	MABPA 2018 MEMBERSHIP / CANO	335370	5/22/18	250.00
MABPA	MABPA MEMBERSHIP / MORRISON	335371	5/22/18	250.00
MACIAS, M	TRAINING ICAC CONF/MACIAS M	335372	5/22/18	792.84
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES / PW	335373	5/22/18	758.64
MEGLA MANUFACTURING INC	10 GALLON STERILIZER PAD HOLDER / PW	335374	5/22/18	1,127.00
MES CALIFORNIA	RESCUE SAWS / FIRE	335375	5/22/18	3,784.25
METRO FIRE & SAFETY	FIRE EXTINGUISHER VALVE STEM / FIRE	335376	5/22/18	210.53
MORALES, IGNACIO	GOLF COURSE LEASE / FY 2018	335377	5/22/18	2,000.00
MOTOROLA SOLUTIONS INC	PORTABLE RADIOS / POLICE	335378	5/22/18	27,661.14
MUNICIPAL MAINTENANCE EQUIP	ALUM ADAPTER PLATE FABRICATION	335379	5/22/18	661.89
NATIONAL CITY TROPHY	MOP 66556. 8X10 WALNUT PLAQUES / MYR	335380	5/22/18	435.00
PACIFIC TELEMAGEMENT SERVICE	PACIFIC TELECOMMUNICATIONS SERVICES -MAY	335381	5/22/18	85.80
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	335382	5/22/18	70.39
PCS MOBILE	BATTERIES FOR TOUGH BOOKS	335383	5/22/18	358.88
PEPPERBALL	PEPPER BALL LAUNCHERS / PD	335384	5/22/18	8,871.04
PIERSON, D	TRAINING REIM ROT /PIERSON	335385	5/22/18	182.32
PRO BUILD	MOP 45707 SUPPLIES FOR FIRE DEPT	335386	5/22/18	2,091.67
PROJECT PROFESSIONALS CORP	WESTSIDE MOBILITY IMPROV.	335387	5/22/18	41,585.33
PRUDENTIAL OVERALL SUPPLY	MOP 45742. LAUNDRY SERVICES / PARKS	335388	5/22/18	1,038.96
QUALITY LOGO PRODUCTS INC	RECRUITING LANYARD	335389	5/22/18	529.76
RELY ENVIRONMENTAL	HAZARDOUS WASTE PICKUP / ENG	335390	5/22/18	3,422.60
ROBOTEX INC	SWAT ROBOT / PD	335391	5/22/18	560.49
S D C L E E A A	EXPLORER ACAD	335392	5/22/18	8,280.00
SAN DIEGO HYDRAULICS	SEAL KIT REPLAC	335393	5/22/18	264.07





**WARRANT REGISTER #47**  
**5/22/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SAN DIEGO PET SUPPLY	K9 SUPPLIES FOR CHON / PD	335394	5/22/18	660.42
SAN DIEGO POLICE EQUIPMENT	FEDERAL AMMO / PD	335395	5/22/18	2,621.13
SAN DIEGO REGIONAL	TRAINING TUITION RECORDS COURSE/ CEKANDER	335396	5/22/18	1,050.00
SAVMART PHARMACEUTICAL SERVICE	NARCOTICS FOR MEDIC UNITS / FIRE	335397	5/22/18	53.70
SCHENK, SHAWNA	YOGA INSTRUCTOR FOR AQUATIC ADVENTURES	335398	5/22/18	200.00
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	335399	5/22/18	837.76
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	335400	5/22/18	155.36
SHARP REES STEALY MED GROUP	PRE-EMPLOYMENT PHYSICALS	335401	5/22/18	340.00
SITEONE LANDSCAPE SUPPLY LLC	69277 LANDSCAPE SUPPLIES PW	335402	5/22/18	602.36
SMART & FINAL	MOP 45756. SUPPLIES FOR FIRE DEPT	335403	5/22/18	44.05
SMART SOURCE OF CALIFORNIA LLC	BUSINESS CARD MASTER SHELLS FOR CITY	335404	5/22/18	1,765.02
SONSRAY MACHINERY LLC	TRANSMISSION OIL / PW	335405	5/22/18	368.05
SPARKLETTS	WATER SERVICES / MARCH 2018	335406	5/22/18	4.00
SPECIAL SERVICES GROUP LLC	RENEWAL OF TRACKING SERVICE	335407	5/22/18	600.00
SPRINGER, K	TRAINING ADV LODGE SUB TSER/ SPRINGER	335408	5/22/18	190.34
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES - COPY PAPER FOR 1ST FLOOR	335409	5/22/18	1,493.18
STAPLES BUSINESS ADVANTAGE	MOP 457043 / OFFICE SUPPLIES / MAYOR-COUNCIL	335410	5/22/18	41.69
STILES, J	EDUCATION REIMBURSEMENT	335411	5/22/18	469.68
SUN COAST REMODELERS	REFUND OF BUILDING FEE	335412	5/22/18	116.00
SUPERIOR READY MIX	DECOMPOSED GRANITE / PW	335413	5/22/18	400.70
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	335414	5/22/18	2,758.06
THE SHERWIN WILLIAMS CO	MOP# 77816. CMS DAY SUPPLIES / NSD	335415	5/22/18	1,417.50
T'S & SIGNS	BANNERS AND POSTERS FOR AQUATIC CENTER	335416	5/22/18	163.13
U S BANK	CREDIT CARD CHARGES, FIRE	335417	5/22/18	2,579.17
ULINE	ALUMINUM PICNIC TABLES FOR TINY TOTS / CSD	335418	5/22/18	2,470.69
VERIZON WIRELESS	VERIZON CELLULAR SERVICE APRIL	335419	5/22/18	122.23
VISION SERVICE PLAN	MAY 2018 - VISION SERVICE PLAN	335420	5/22/18	814.13
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES / FIRE	335421	5/22/18	587.75
ZUMAR INDUSTRIES INC	UNIVERSAL CLAMP / PW	335422	5/22/18	481.85
			<b>A/P Total</b>	<b>713,208.26</b>

**WIRED PAYMENTS**

PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 4/24/18 - 5/07/18	51718	5/17/18	235,178.17
------------------------------	----------------------------------	-------	---------	------------

**SECTION 8 HAPS**

<b>Start Date</b>	<b>End Date</b>	
5/16/2018	5/22/2018	<b>4,838.19</b>

**PAYROLL**

<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
11	5/8/2018	5/21/2018	5/30/2018	<b>1,057,184.16</b>

**GRAND TOTAL**

<b>\$2,010,408.78</b>
-----------------------

## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
ALBERT MENDIVIL, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 3<sup>rd</sup> OF JULY, 2018.

AYES\_\_\_\_\_

NAYS\_\_\_\_\_

ABSENT\_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #48 for the period of 05/23/18 through 05/29/18 in the amount of \$438,048.02. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #48 for the period of 05/23/18 through 05/29/18 in the amount of \$438,048.02.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 05/23/18 through 05/29/18.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
SDG&E	335473	65,924.79	Facilities Gas & Electric Utilities
County of San Diego	335494	147,379.98	Nextgen RCS Shared Backbone

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$438,048.02.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$438,048.02

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register #48



**WARRANT REGISTER #48**  
**5/29/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LONG, D	TRAINING ADV POST SUBSIST FTO UPDATE / PD	335423	5/28/18	384.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION CPR/CPT HIRSH, LOZANO / PD	335424	5/29/18	138.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION CPR CPT / MEEKS STEVENS	335425	5/29/18	138.00
ACME SAFETY & SUPPLY CORP	FX STICKERS / PW	335426	5/29/18	100.00
ALDEMCO	FOOD / NUTRITION CENTER	335427	5/29/18	2,316.44
AYDELOTTE, D	TRAINING ADV SUB POST SLI/AYDELOTTE	335428	5/29/18	384.00
BOOT WORLD	MOP 64096 SAFETY APPAREL PW	335429	5/29/18	125.00
CAL UNIFORMS INC	CLASS A UNIFORM / FIRE	335430	5/29/18	1,277.77
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES PW	335431	5/29/18	66.68
CCUG	TRAINING TUIT 2018 CLETS/BROWDER	335432	5/29/18	475.00
CEB	BOOKS	335433	5/29/18	210.98
CITY CLERKS ASSOCIATION OF CA	2018 RENEWAL APPLICATION / CITY CLERK	335434	5/29/18	170.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES PW	335435	5/29/18	78.00
COUNTY OF SAN DIEGO	1726 WILSON AVE	335436	5/29/18	1,015.00
CSA SAN DIEGO COUNTY	PROGRAM SUB REIMBURSEMENT/HOUSING	335437	5/29/18	2,185.74
CWEA MEMBERSHIP	CWEA FOR ANNUAL MEMBERSHIP RENEWAL / PW	335438	5/29/18	180.00
DANIELS TIRE SERVICE	MOP 76986 AUTO SUPPLIES PW	335439	5/29/18	233.34
DCS TESTING & EQUIPMENT INC	HOSE TESTING / FIRE	335440	5/29/18	3,776.80
DELGADO, E	REIMBURSEMENT / SUPPLIES FOR CSD	335441	5/29/18	129.87
ERGOGENESIS LLC	ERGONOMIC CHAIR MODEL R3607 G3 / HR	335442	5/29/18	701.16
EXOS COMMUNITY SERVICES LLC	MARCH 2018 MANAGEMENT SERVICES / CSD	335443	5/29/18	37,599.13
FEDEX	PACKAGE DELIVERY/ HOUSING	335444	5/29/18	39.56
FERGUSON ENTERPRISES INC	MOP 45723 PLUMBING SUPPLIES PW	335445	5/29/18	232.23
GONZALES, G	TRAINING ROT ADV SUB/G.GONZALES / PD	335446	5/29/18	512.00
HAPPY SOFTWARE INC	SOFTWARE'S REGIONAL REGISTRATION / SEC 8	335447	5/29/18	350.00
HARRIS & ASSOCIATES INC	T&A#90223 1821-1827 C AVENUE	335448	5/29/18	1,020.00
HERNANDEZ, P	TRAINING ROT ADV SUB/P. HERNANDEZ / PD	335449	5/29/18	512.00
HUTCHINSON, C	MILEAGE REIMBURSEMENT	335450	5/29/18	14.17
INNOVATIVE CONSTRUCTION	PARADISE CREEK RESTORATION	335451	5/29/18	180.00
JERAULDS CAR CARE CENTER	MOP 72449 AUTO SUPPLIES PW	335452	5/29/18	173.66
KEYSER MARSTON ASSOCIATES INC	PROFESSIONAL SERVICES/HOUSING	335453	5/29/18	7,283.75
KNOX SERVICES	GOVERNMENTAL PURPOSES	335454	5/29/18	55.75
LA JOLLA POOLS INC	LAS PALMAS POOL MAINTENANCE - ENG/PW	335455	5/29/18	42,592.50
LANGUAGELINK	TRANSLATION SERVICES - NOTICE	335456	5/29/18	610.00
LASER SAVER INC	MOP #45725 - PRINTER TONER - CMO	335457	5/29/18	59.76
MANGANIELLO, S	LUNCH REIMBURSEMENT	335458	5/29/18	69.98
MEYERS NAVE	LABOR RELATIONS & NEGOTIATIONS SERVICES	335459	5/29/18	5,110.15
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES PW	335460	5/29/18	87.62
PALMA, A	REIMBURSEMENT/OFFICE SUPPLY/HOUSING	335461	5/29/18	289.91
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	335462	5/29/18	205.91
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES PW	335463	5/29/18	207.57
PRO BUILD	MOP 45707 GENERAL SUPPLIES PW	335464	5/29/18	1,230.30
PRO-EDGE KNIFE	KNIFE SHARPING SERVICE / NUTRITION	335465	5/29/18	46.00
PROJECT PROFESSIONALS CORP	PARADISE CREEK PARK III	335466	5/29/18	42,741.69
PRUDENTIAL OVERALL SUPPLY	45742 LAUNDRY SERVICES PW	335467	5/29/18	764.29
RED WING SHOES STORE	SAFETY BOOTS FOR TOMAS LUJAN	335468	5/29/18	125.00
RELY ENVIRONMENTAL	HAZARDOUS WASTE	335469	5/29/18	508.00
RIVERSIDE SHERIFF'S DEPT	TRAINING ROT TUITION PAUL/GABE / PD	335470	5/29/18	456.00
SAN DIEGO COUNTY ASSESSOR	BUILDING RECORDS	335471	5/29/18	24.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC	335472	5/29/18	415.44



**WARRANT REGISTER #48**  
**5/29/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	335473	5/29/18	65,924.79
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	335474	5/29/18	560.65
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES PW	335475	5/29/18	88.44
SMART SOURCE OF CALIFORNIA LLC	RETURN ADDRESS #10 WINDOW ENVELOPES	335476	5/29/18	1,772.63
SOUTHWEST SIGNAL SERVICE	MONTHLY MAINTENANCE – APRIL 2018	335477	5/29/18	30,588.44
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES PW	335478	5/29/18	762.23
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	335479	5/29/18	14,915.01
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	335480	5/29/18	1,887.53
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES PW	335481	5/29/18	493.29
THE HOME DEPOT CREDIT SERVICES	PAINTING SUPPLIES / PW	335482	5/29/18	670.64
THE LIGHTHOUSE INC	MOP 45726 AUTO SUPPLIES PW	335483	5/29/18	216.95
THE SHERWIN WILLIAMS CO	MOP 77816. PAINT FOR COMMUNITY SERVICE DAY	335484	5/29/18	588.45
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES PW	335485	5/29/18	157.22
U S BANK	CREDIT CARD EXPENSES / CSD	335486	5/29/18	109.77
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 PLUMBING SUPPLIES PW	335487	5/29/18	1,393.43
VISTA PAINT	MOP # 68834. PAINT SUPPLIES / NSD	335488	5/29/18	515.62
WEST PAYMENT CENTER	BOOKS / CITY ATTORNEY'S OFFICE	335489	5/29/18	953.25
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES PW	335490	5/29/18	202.64
WETMORES	MOP 80333 AUTO SUPPLIES PW	335491	5/29/18	77.65
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES PW	335492	5/29/18	59.42
AK & COMPANY	FY17 SB90 MANDATED CLAIM SERVICES	335493	5/29/18	3,500.00
COUNTY OF SAN DIEGO	NEXTGEN RCS SHARED BACKBONE	335494	5/29/18	147,379.98
HDL COREN & CONE	CONTRACT SVCS PROP TAX APR-JUN 2018	335495	5/29/18	2,814.24
ROBERT HALF INTERNATIONAL	TEMPORARY STAFFING SVCS / FINANCE	335496	5/29/18	4,513.60
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE 01/01/18 - 03/31/18	335497	5/29/18	300.00
<b>A/P Total</b>				<b>438,048.02</b>
<b>GRAND TOTAL</b>				<b><u>\$ 438,048.02</u></b>

## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
MARK ROBERTS, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
ALBERT MENDIVIL, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 3<sup>rd</sup> OF JULY, 2018.

AYES\_\_\_\_\_

NAYS\_\_\_\_\_

ABSENT\_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Public Hearing and Resolution of the City Council of the City of National City confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2018/19. (Planning)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO. |**

**ITEM TITLE:**

Public Hearing and Resolution of the City Council of the City of National City confirming the assessment and ordering the levy for the Landscape Maintenance District No. 1 (Mile of Cars) for Fiscal Year 2018/19.

**PREPARED BY:** Raymond Pe, Principal Planner

**PHONE:** (619) 336-4421

**DEPARTMENT:** Planning

**APPROVED BY:** 

**EXPLANATION:**

The City formed the Mile of Cars Landscape Maintenance District No. 1 in 1995 to provide for the maintenance, operations, and servicing of certain improvements in the District, including landscaping, signage, and lighting. Each year, the City Council considers the adoption of a resolution to allow the District to continue operating with funding through a special tax levy on properties within the District. The resolution would confirm the assessment and order the levy on behalf of the District for Fiscal Year 2018/19 based on the Annual Report ("Engineer's Report"), which identifies the assessment to be levied and the work program to be conducted by the Mile of Cars Landscape Maintenance District. The Mile of Cars Association has approved the scope of work, the proposed assessment, and the District budget. There are no changes or additions to the maintained improvements for the coming fiscal year. The proposed total assessment of \$147,814.54 is an increase of \$6,320.11 or 4.40 percent above the prior year total assessment. The City's consultant and City administrative costs are paid from the District's assessment funds.

**FINANCIAL STATEMENT:** Not Applicable.  
**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This action is not subject to the California Environmental Quality Act since it is not a project as defined in the California Code of Regulations, Section 15378.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Conduct the public hearing and adopt the resolution confirming the assessment and ordering the levy.

**BOARD / COMMISSION RECOMMENDATION:**

Not applicable.

**ATTACHMENTS:**

1. Annual Report (Engineer's Report).
2. Resolution.

# **CITY OF NATIONAL CITY**

---

**Landscape Maintenance District No. 1**

**(Mile of Cars)**

**Fiscal Year 2018/19 Engineer's Report**

**May 2018**

**OFFICE LOCATIONS:**

**Temecula – Corporate Headquarters**  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592

**San Francisco – Regional Office**  
870 Market Street, Suite 1223  
San Francisco, CA 94102

**California Satellite Offices**  
Atascadero, Davis,  
Huntington Beach,  
Joshua Tree, Riverside,  
Sacramento, San Jose

[www.nbsgov.com](http://www.nbsgov.com)

Prepared by:



# **CITY OF NATIONAL CITY LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)**

**1243 National City Boulevard  
National City, CA 91950  
Phone - (619) 336-4241  
Fax - (619) 336-4239**

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## **CITY COUNCIL**

**Ron Morrison, Mayor**

**Albert Mendivil, Vice Mayor**

**Jerry Cano, Councilmember**

**Mona Rios, Councilmember**

**Alejandra Sotelo-Solis, Councilmember**

## **CITY STAFF**

**Leslie Deese, City Manager**

**Brad Raulston, Deputy City Manager**

**Raymond Pe, Principal Planner**

## **DISTRICT STAFF**

**Leslie Larranaga-Britt, Executive Director**

## **NBS**

**Pablo Perez, Project Director**

**John Egan, Assessment Engineer**

**Manuel R. Kauss, Financial & GIS Analyst**

# TABLE OF CONTENTS

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<b>1. Engineer's Letter.....</b>	<b>1</b>
<b>2. Overview.....</b>	<b>2</b>
2.1 Introduction.....	2
2.2 Description of the District Boundaries .....	2
2.3 Description of Improvements .....	2
2.4 Description of Maintenance.....	3
<b>3. Estimate of Costs .....</b>	<b>4</b>
3.1 District Budget.....	4
3.2 Reserves .....	5
<b>4. Assessment Diagram.....</b>	<b>6</b>
<b>5. Assessments .....</b>	<b>7</b>
5.1 Method of Apportionment.....	7
5.2 Maximum Annual Assessment Rates .....	11
5.3 Assessment Roll.....	12



# 1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of National City (the "City"), State of California, directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Maintenance District No. 1 (Mile of Cars) (the "District") for Fiscal Year 2018/19. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The proposed assessment is not proposed to increase by more than the 10% annual increase approved at formation of the District over the Fiscal Year 2017/18 maximum assessment.

NOW THEREFORE, only special benefits are assessed and any general benefits have been separated from the special benefits for purposes of this report. The following assessment is made to cover the portion of the estimated costs of maintenance, operation and servicing of said improvements to be paid by the assessable real property within the District in proportion to the special benefit received:

Summary of Assessment	Fiscal Year 2018/19 Amounts
Annual Budget	\$161,355.40
(Less) General Benefit Contribution by City	(13,540.67)
(Less) Rounding Adjustment <sup>(1)</sup>	(0.21)
Annual Assessment	\$147,814.54

(1) Adjustment made to select parcels since amounts placed on the tax roll must be rounded down to even cents.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge, information and belief, the assessments herein have been prepared and computed in accordance with the assessment methodology adopted and approved by the City Council at the time of district formation.

  
John Egan, Assessment Engineer



City of National City  
Landscape Maintenance District No. 1 (Mile of Cars)

## 2. OVERVIEW

---

### 2.1 Introduction

The City formed the District to provide maintenance services to benefit certain parcels in the City. The District was formed in 1995 and the levies are made pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highway Code (the "Act").

The City designated the Mile of Cars Association as the entity that maintains and administers the improvements and services funded by the District. The Engineer's Report (the "Report") describes the District and the annual assessment per parcel for Fiscal Year 2018/19, which is based on the historical and estimated costs to maintain the improvements and provide the services that benefit parcels within the District.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number by the San Diego County Assessor's Office. The San Diego County Auditor-Controller uses Assessor's Parcel Numbers and specific Fund Numbers to identify on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments at a noticed public hearing, and following review of the Report, the City Council may confirm the Report as submitted, and may order the levy and collection of assessments for Fiscal Year 2018/19. If approved, the assessment information shall be submitted to the County Auditor-Controller, and included on the property tax roll for each benefiting parcel for Fiscal Year 2018/19.

### 2.2 Description of the District Boundaries

The District's improvements are generally located along National City Boulevard and bounded by 18th Street to the north and 33rd Street and State Route 54 (SR 54) to the south.

### 2.3 Description of Improvements

A general description of the improvements to be maintained under these proceedings is described as follows, but, shall not be limited to:

1. Median Improvements
  - Landscape planting and irrigation
  - Colored concrete hardscape
  - Lighting system
  - Graphic panels, banners and signage
  - Painted crosswalks
  - Identification sign at 23rd Street and McKinley Avenue

## **2. Frontage Improvements**

- Improvements to parkways on both sides of National City Boulevard between 18th Street and 33rd Street
- Landscape planting and irrigation
- Colored concrete sidewalks and mow curbs
- Street furniture

## **2.4 Description of Maintenance**

The maintenance of the improvements shall include the furnishing of services and materials for the ordinary and usual maintenance and servicing of the improvements, including but shall not be limited to:

### **1. General Plant Maintenance**

- Mowing, trimming, pruning and weeding
- Watering, including water usage
- Fertilizing
- Plant replacement
- Periodic skinning of palm trees

### **2. Maintenance of Irrigation System**

- Adjustment of timers
- Repair/replacement of worn-out, stolen or malfunctioning equipment

### **3. Periodic restriping of decorative crosswalks**

### **4. Periodic repainting of metal benches and trash receptacles**

### **5. Periodic repainting and repair of light poles, graphic panels, signage and other miscellaneous equipment**

### **6. Maintenance of electrical system**

- Bulb replacement
- Repair/replacement of worn out or malfunctioning equipment
- Electrical energy charges

### **7. Litter removal**

### **8. Trash pick-up**

### **9. Other repairs of damage caused by vandalism and/or traffic accidents**





### 3. ESTIMATE OF COSTS

#### 3.1 District Budget

The cost of servicing, maintaining, repairing and replacing the improvements as described in the Description of Maintenance are summarized in the table below. Estimated expenditures are shown along with the incidental expenses to be funded by the District.

The following table summarizes the components that make up the Fiscal Year 2018/19 estimate of costs for the District:

Description	Median Improvements	Frontage Improvements	Total
<b><u>Maintenance Costs</u></b>			
1. Lawn planting care	\$0.00	\$42,678.29	\$42,678.29
2. Median planting care	21,863.06	0.00	21,863.06
3. Palm tree maintenance	4,095.00	4,095.00	8,190.00
4. Water usage	13,836.67	13,836.67	27,673.34
5. Refurbishment of graphic panels	20,000.00	0.00	20,000.00
6. General maintenance of electrical system/lights	3,046.11	0.00	3,046.11
7. Electrical usage	15,000.00	0.00	15,000.00
8. Refurbishment of decorative crosswalks	250.00	250.00	500.00
9. Reserves	<u>250.00</u>	<u>250.00</u>	<u>500.00</u>
<b>Total Cost of Annual Maintenance:</b>	<b>\$78,340.84</b>	<b>\$61,109.96</b>	<b>\$139,450.80</b>
<b><u>Incidental Expenses</u></b>			
A. Administration	\$3,000.00	\$3,000.00	\$6,000.00
B. Other contractual obligations(1)	4,950.00	4,950.00	9,900.00
C. Engineering	0.00	0.00	0.00
D. City expenses	2,750.00	2,750.00	5,500.00
E. Consultant fees	250.00	250.00	500.00
F. County collection fees	<u>2.30</u>	<u>2.30</u>	<u>4.60</u>
<b>Total Incidentals:</b>	<b>\$10,952.30</b>	<b>\$10,952.30</b>	<b>\$21,904.60</b>
<b>Total Estimated Annual Cost:</b>	<b>\$89,293.14</b>	<b>\$72,062.26</b>	<b>\$161,355.40</b>
<b>(Less) General Benefit Contribution(2):</b>	<b><u>(\$7,606.88)</u></b>	<b><u>(\$5,933.77)</u></b>	<b><u>(\$13,540.65)</u></b>
<b>TOTAL ANNUAL ASSESSMENT(3):</b>	<b>\$81,686.26</b>	<b>\$66,128.49</b>	<b>\$147,814.75</b>

(1) Includes legal, accounting and advertising.

(2) General benefit contribution will be funded from other sources and is not being paid from annual assessments.

(3) Does not include installment rounding of \$0.21.





### 3.2 Reserves

The City may establish and collect reserve funds for the District in order to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The fund may be allowed to accumulate in anticipation of any unforeseen expenses not included in the yearly maintenance costs.

The following table details the current and projected reserve balances:

<b>Reserve Balance 12/31/2017</b>	<b>Reserve Collection/Reduction FY 2018/19</b>	<b>Reserve 6/30/2019 Projection</b>
\$144,801.00	\$500.00	\$145,301.00

## 4. ASSESSMENT DIAGRAM

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The Assessment Diagram sets forth (a) the exterior boundaries of the District and (b) the lines of each lot or parcel of land within the District. The Assessment Diagram further identifies each lot or parcel by a distinctive number or letter. For a detailed description of the lines and dimensions of any lot or parcel, reference is made to the County Assessor's Map applicable for the next fiscal year, which map shall govern for all details concerning the lines and dimensions of such lots or parcels. The following pages provide a copy of the Amended Assessment Diagram for the District.

AMENDED ASSESSMENT DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)  
CITY OF NATIONAL CITY  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF NATIONAL CITY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996.

CITY CLERK  
CITY OF NATIONAL CITY  
STATE OF CALIFORNIA

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF NATIONAL CITY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996.

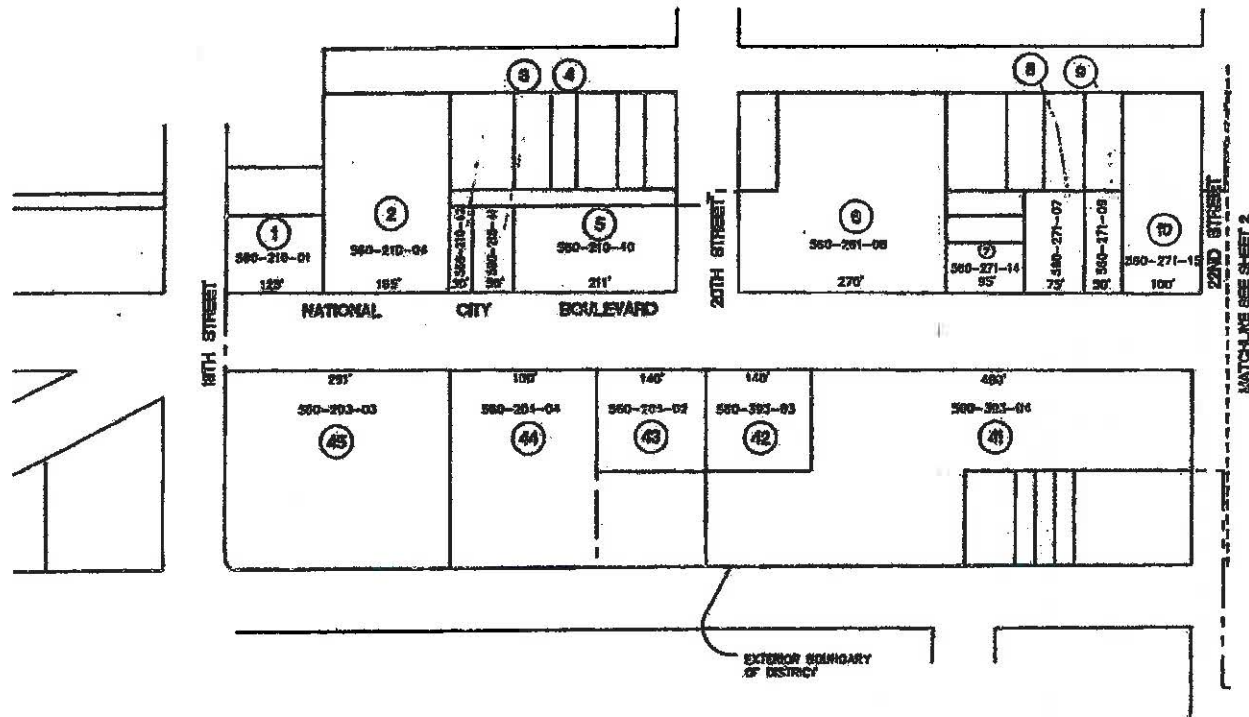
SUPERINTENDENT OF STREETS  
CITY OF NATIONAL CITY  
STATE OF CALIFORNIA

AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996. SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY CLERK  
CITY OF NATIONAL CITY  
STATE OF CALIFORNIA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1996, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN DIEGO, CALIFORNIA.

COUNTY RECORDER  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA



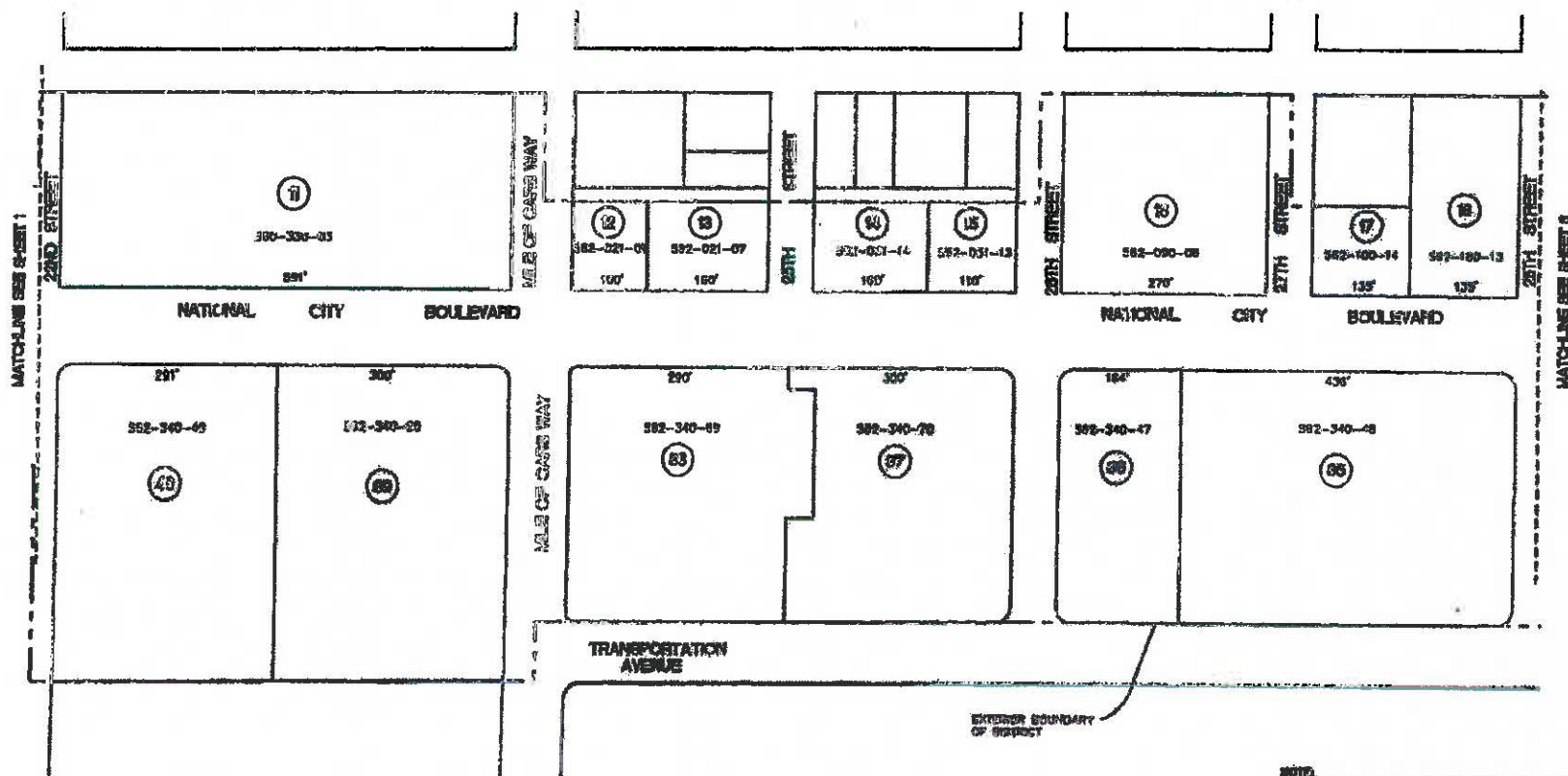
REVISED 8-1-96  
REVISED 6-11-97  
REVISED 6-19-02  
REVISED 6-09-03  
REVISED 5-26-04



NOTE:  
THE FRONTAGE OF EACH PARCEL IS BASED UPON CURRENT COUNTY ASSESSOR'S MAPS AND SHOWN HEREIN TO THE NEAREST FOOT. REFER TO ASSESSOR'S PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

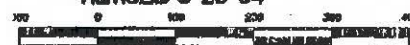
**NASLAND ENGINEERING**  
CIVIL & ARCHITECT • SURVEYING • LAND PLANNING  
4769 Ruffner Street, San Diego, California, 92111 • 619-598-7770

AMENDED ASSESSMENT DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)  
CITY OF NATIONAL CITY  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA



REVISED 8-1-96  
REVISED 6-11-97  
REVISED 6-19-02  
REVISED 6-09-03  
REVISED 5-26-04

THE PRESENCE OF EACH PARCEL IS BASED UPON  
CURRENT COUNTY ASSESSOR'S MAPS AND PARCEL  
MAPS TO THE NEAREST FEET. EXCEPT TO ASSESSOR'S  
PARCEL MAPS FOR PROPERTY DIMENSIONS NOT SHOWN.

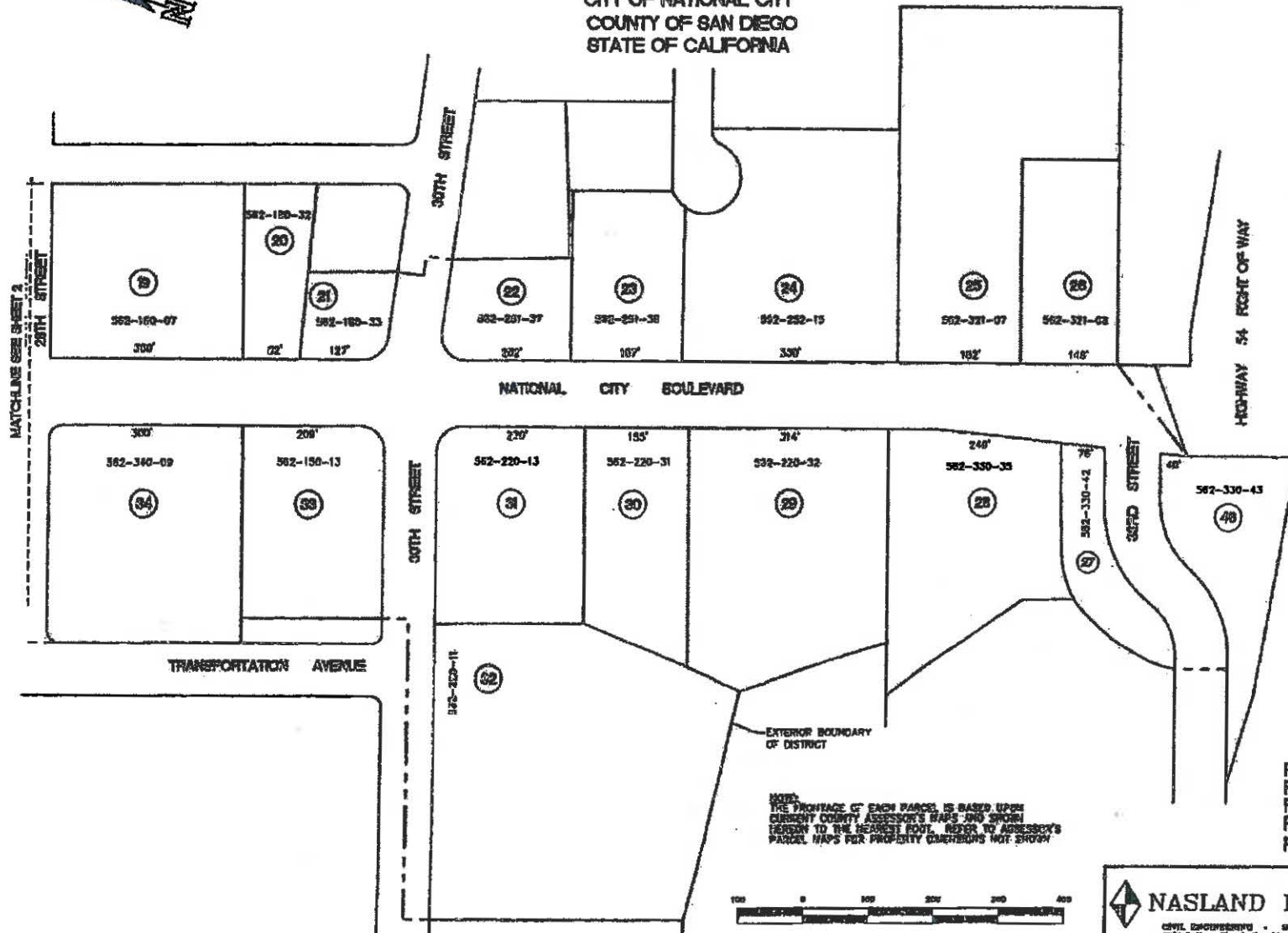


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AMENDED ASSESSMENT DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1 (MILE OF CARS)  
CITY OF NATIONAL CITY  
COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA

SHEET 3 OF 3 SHEETS



REVISED 8-1-96  
REVISED 6-11-97  
REVISED 6-19-02  
REVISED 6-09-03  
REVISED 5-26-04

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## 5. ASSESSMENTS

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The actual assessments for Fiscal Year 2018/19, apportioned to each parcel as shown on the latest equalized roll at the County Assessor's office, are listed and submitted at the end of this section. The description of each lot or parcel is part of the records of the County Assessor of the County of San Diego and such records are, by reference, made part of this Report.

### 5.1 Method of Apportionment

The law requires and the statutes provide that assessments, as levied pursuant to the provisions of the Act, must be based on the benefit that the properties receive from the improvements to be maintained. The statute does not specify the method or formula that should be used in any special assessment district proceedings. The responsibility rests with the Assessment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation.

#### 5.1.1 Identify the Benefit

First, it is necessary to identify the benefit that the improvements to be maintained will render to the properties within the boundaries of the District. The improvements significantly improve the visual appearance of the streetscape, making the Mile of Cars a more enjoyable and desirable location for customers. The special signage and lighting provide a unifying theme, benefiting all of the properties within the District.

The District's improvements and services provide benefits to both those properties within the District boundaries and to the community. The benefit conferred to property within the District will be referred to as an "aesthetic benefit." The aesthetic benefit provided by the district improvements and services are supported by the City's General Plan (the "Plan") and the Citywide Goals and Policies regarding Land Use and Community Character for its districts. The Plan states a desire to, "have the community character integrated and to ensure that physical forms, patterns, and aesthetic features advance the City's desire for a higher quality of life." The aesthetic benefits provided by the improvements and services support the following City policies outlined in the Plan:

- Policy LU-5.3: Recognize the diverse needs of the City's business districts through the development of policies, design guidelines, and implementation measures specific to the unique requirements of each district.
- Policy LU-5.4: Allow for adaptive reuse of vacant car dealerships and the establishment of new compatible uses along the Mile of Cars.
- Policy LU-5.9: Encourage members of the business community to participate in implementing actions to improve business districts.
- Policy LU-5.10: Assist the business community in evaluating National City's marketing and development potential and in identifying development strategies that are beneficial to the public and private sectors.
- Policy LU-9.1: Design developments along mixed-use and "community corridors" for the comfort and enjoyment of pedestrians and bicyclists. This includes features such as street trees, placing buildings close to the street, de-emphasizing parking lots and garages, limited driveway cuts,



traffic-calming features, clearly defined street crossings, adequate lighting, and street furnishings where appropriate.

- Policy LU-9.4: Encourage an overall high quality streetscape design, where feasible, that promotes narrow roadways, bike lanes; on-street parking, minimal curb cuts; enhanced crosswalks; appropriate sidewalk widths, landscaped medians and parkways; street trees, planters, and wells; street lighting; street furniture; way finding; enhanced paving; public art; and other features that contribute to the desired character for National City, where appropriate.
- Policy LU-11.2: Identify gateways at major entrances to the City using such features as buildings, street trees, welcome signs, decorative lighting, archways, and other design techniques to announce the gateway.
- Policy LU-11.4: Recognize, maintain, and enhance the character and identity of residential neighborhoods and business districts.
- Policy LU-11.7: Encourage residential and businesses to clean and maintain their properties and public spaces to further a sense of ownership and community pride.
- Policy LU-11.8: Require the sensitive placement, screening, and/or treatment of utility meters, boxes, valves, vaults, switches, plumbing, wiring, fences, etc. to eliminate or minimize the aesthetic impact to the neighborhood.
- Policy LU-11.9: Encourage the improvement of existing signage to help promote a more attractive street scene in business districts.

The Plan states these policies are important because a positive community image and quality community design instills a sense of pride and well-being in the community. The aesthetic benefit attained as a result of the services and improvements provided by the District is detailed below.

#### **Aesthetic Benefit**

The aesthetic benefit relates to an improvement in the District's visual appearance as a result of the District improvements and services. The beautification of property within the District can best be described as the ability for the property within the District to develop and operate at the property's highest and best use. Properties within the District receive the following aesthetic benefits as a result of the District's improvements and services:

- Uniform and up to date streetscape and median and frontage improvements create cohesion throughout the District from 18th Street to SR 54. This District cohesion enhances the experience for all stakeholders.
- The improvements and services enhance the community identity of the Mile of Cars area, which will lead to a stronger and healthier street corridor. The image of the Mile of Cars area is improved by maintaining the median and frontage improvements.
- The District revitalizes and beautifies the Mile of Cars area. This revitalization encourages new business development and existing business retention and expansion which overall reduces vacancies and increases lease rates for property, more specifically, the auto dealerships located within the District.
- The streetscape improvements encourage an increase in activity throughout the District. The Mile of Cars area becomes more pedestrian-friendly, thus improving activity for residents and businesses alike.



- Upgraded median and frontage amenities provided by the District enhance the appearance, desirability, and experience of the properties directly fronting the improvements provided throughout the District.

The streetscape improvements add aesthetic value to property adjacent to the improvements, but the improvements also make the property appear more stable and prosperous. The aesthetic benefit received by properties within the District assists each property in developing and operating at its highest and best use.

### **Separation of General Benefit**

Section 4 of Article XIID of the California Constitution provides that once a local agency which proposes to impose assessments on property has identified those parcels that will have special benefits conferred upon them and upon which an assessment will be imposed, the local agency must then "separate the general benefits from the special benefits conferred," and only the special benefits can be included in the amount of the assessments imposed.

General benefit is an overall and similar benefit to the public at large resulting from the improvements and services to be provided. The District improvements and maintenance services, which are more fully presented in Section 2 of this Report, will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

The District provides aesthetic benefits to the properties within the District. However, it is recognized that the District also provides a level of benefit to some property and businesses within close proximity to the District, as well as visitors and individuals passing through the District. Vehicular and pedestrian traffic from property within and outside of the District, as well as individuals passing through the Mile of Cars area will be able to enjoy the improvements and maintenance services. Therefore, it is necessary to quantify the general benefits created as a result of the District improvements and services.

### **Quantification of General Benefit**

As previously mentioned, general benefit is an overall and similar benefit to the public at large resulting from the improvements and services which are funded by the assessment revenue. The District improvements and maintenance services will be provided within the District boundaries only. There will be no improvements or maintenance services provided by the District outside of the District boundaries.

General benefits accrue to individuals "walking through" the District and to vehicles "passing through" the District. Individuals walking through the District are typically people who live in close proximity and whose origin or destination neither begins with nor ends at a parcel within the District. Any walking that begins with or ends at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District.

Vehicles passing through the District are those vehicles whose origin or destination neither begins with nor ends at a parcel within the District. Any vehicle trips that begin with or end at a parcel within the District are considered part of the special benefit for those parcels within the boundaries of the District. For the purposes of this analysis, it was determined that the general benefit quantification should be focused on vehicle trips passing through the District because National City Boulevard is a major thoroughfare which connects and provides access to SR 54.



To quantify and separate the amount of general benefit received by the general population as a result of the improvements and services provided by the assessment revenue, it has been determined that general benefits accrue mainly to vehicles "passing through" the District. Meaning, any vehicle using the City's streets that lie within the boundaries of the District that is coming or going to a parcel within the District ultimately is not part of the "general public" benefitting from the proposed improvements and services. Accordingly, the separation of general benefits from special benefits will be measured by that estimated portion of vehicle trips "passing through" the District.

In order to determine the estimated portion of the vehicle trips "passing through" the District, trip generation data was collected for each parcel within the boundaries of the District using San Diego County assigned land use codes and property characteristics. Each land use code was categorized and located in the ITE Trip Generation Manuals – 2nd Edition. Using the property characteristics and data gathered from the ITE Trip Generation Manuals, the estimated amount of Average Daily Trips (ADT) was calculated for each parcel within the boundaries of the District. The ADT were then added together for each parcel within the boundaries of the District to arrive at a total amount of vehicle trips generated by the District, which equaled 13,385 ADT.

The total average vehicle trips were then compared to the average vehicle trip generation data detailed in the City of National City Comprehensive Land Use Update (Transportation and Circulation) for the streets running through the District, which equaled 14,825 ADT. The comparison concluded that 90.29% of all vehicle trips passing through the District were coming or going to a parcel within the boundaries of the District, hence 90.29% of all vehicle trips passing through the District are designated as benefiting from the special benefits provided by the District. As a result, 9.71% of all vehicle trips passing through the District are general in nature and hence, do not receive any special benefit from the District.

Therefore, 9.71% of the benefits of the services are considered general benefit. Accordingly, 90.29% of the benefit from the improvements and services are considered to provide special benefit to the properties within the District and thus are subject to the assessment.

### **5.1.2 Apportionment of Costs**

In further making the analysis, it is necessary that the property owners receive a special and direct benefit distinguished from that of the general public. In this case, an in-depth analysis was made and several factors are being used in the final method and spread of assessment.

All of the improvements are intended to be of direct benefit to properties within the District. These improvements require significantly more maintenance than normally provided by the City. It is therefore appropriate that the properties receiving the benefit be assessed for the additional cost.

Lineal frontage was assigned as the assessment variable by the assessment engineer because all of the special aesthetic benefits received by properties within the District from the improvements and services provided, using revenues from the annual assessment levy, can be quantified best by identifying the lineal frontage of the property along National City Boulevard. Lineal frontage is a tangible property characteristic that clearly ties the aesthetic benefits received by parcels within the District based upon the amount of frontage of each property, which is where the aesthetic benefit is to be received and realized.

The improvements and maintenance services being provided to and enjoyed by the parcels within the District provide an aesthetic benefit not provided to any parcels outside of the District boundaries. The



annual assessment is based upon a parcel's lineal frontage unless otherwise identified by the original assessment engineer, as previously approved by property owners at the formation of the District.

There are generally two categories of improvements to be maintained by the District – the median improvements and the frontage improvements. The median improvements benefit all properties within the District. The improvements to the parkway (referred to herein as Frontage Improvements) benefit those properties which they abut. The specific method of spreading the assessment is described below:

#### **Median Improvements**

1. The total cost for maintenance of the Median Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
2. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard, but receives some benefit from median improvements and maintenance services benefiting properties within the boundaries of the District. As a result, the original assessment engineer determined that the parcel received a lower level of benefit and therefore assigned 100 frontage feet of benefit to the parcel.

#### **Frontage Improvements**

3. The total cost for maintenance of the Frontage Improvements is apportioned to all parcels in the District and is based on the frontage of each parcel along National City Boulevard.
4. Parcel 32 (APN 562-220-11) does not have frontage on National City Boulevard. As such, Parcel 32 receives no benefit from the frontage improvements.
5. The frontage of each parcel is determined from current assessor's maps for the County of San Diego, State of California. All frontage dimensions have been rounded to the nearest foot.

### **5.2 Maximum Annual Assessment Rates**

The maximum annual assessment to be levied on all properties within the District in any fiscal year shall be subject to an annual escalation of up to 10% based upon actual and anticipated expenditures.



The following table shows the historical maximum annual assessment rates.

Fiscal Year	Percentage Increase	Maximum Frontage Rate Per Frontage Foot	Maximum Median Rate Per Frontage Foot	Total Maximum Rate Per Frontage Foot (1)	Actual Percentage Increase	Total Actual Rate Per Frontage Foot
1996/97	N/A	\$3.29	\$6.43	\$9.72	N/A	\$9.72
1997/98	10%	3.62	7.07	10.69	16.56%	10.69
1998/99	10%	3.98	7.78	11.76	-2.12%	11.09
1999/00	10%	4.38	8.56	12.94	-0.18%	11.07
2000/01	10%	4.82	9.41	14.23	3.97%	11.51
2001/02	10%	5.30	10.35	15.66	-8.60%	10.52
2002/03	10%	5.83	11.39	17.22	4.85%	11.03
2003/04	10%	6.41	12.53	18.95	1.99%	11.25
2004/05	10%	7.05	13.78	20.84	2.76%	11.56
2005/06	10%	7.76	15.16	22.93	1.04%	11.68
2006/07	10%	8.54	16.68	25.22	5.91%	12.37
2007/08	10%	9.39	18.35	27.74	10.91%	13.72
2008/09	10%	10.33	20.18	30.52	7.80%	14.79
2009/10	10%	11.36	22.20	33.57	9.47%	16.19
2010/11	10%	12.50	24.42	36.93	4.20%	16.87
2011/12	10%	13.75	26.86	40.62	-6.64%	15.75
2012/13	10%	15.12	29.55	44.68	0.32%	15.80
2013/14	10%	16.64	32.51	49.15	-1.96%	15.49
2014/15	10%	18.30	35.76	54.07	-2.19%	15.15
2015/16	10%	20.13	39.33	59.46	-0.26%	15.11
2016/17	10%	22.15	43.27	65.42	4.96%	15.86
2017/18	10%	24.36	47.60	71.96	-1.07%	15.69
2018/19	10%	26.79	52.36	79.15	4.40%	16.38

(1) Rates are truncated. Amounts are rounded.

The annual assessment shall not exceed the maximum assessment, unless the appropriate Proposition 218 proceedings are conducted by the City to authorize an increase beyond the maximum assessment amount. The actual combined annual assessment rate for Fiscal Year 2018/19 is \$16.38, which represents a 4.40% increase from Fiscal Year 2017/18.

### 5.3 Assessment Roll

The proposed Fiscal Year 2018/19 District assessment roll is listed on the following page.



**City of National City**  
**Landscape Maintenance District No. 1 (Mile of Cars)**  
**Assessment Roll**  
**Fiscal Year 2018/19**

APN	Owner	Frontage (Feet)	Levy	Misc Adjs	Total
560-203-03-00	FUENTES FRANK SEPARATE PROPERTY TRUST 08-13-96	291	\$4,768.75	(0.01)	\$4,768.74
560-204-02-00	CAPPS DIANE L & BALL 1998 TRUST	140	2,294.24	0.00	2,294.24
560-204-04-00	BALL JOHN D II	190	3,113.62	0.00	3,113.62
560-210-01-00	HATTON RONNIE & HATTON PAM	125	2,048.43	(0.01)	2,048.42
560-210-04-00	LTC PROPERTIES L L C	165	2,703.93	(0.01)	2,703.92
560-210-40-00	CAPPS DIANE L & BALL 1998 TRUST	211	3,457.75	(0.01)	3,457.74
560-210-41-00	CAPPS DIANE L & BALL 1998 TRUST	50	819.37	(0.01)	819.36
560-210-42-00	LTC PROPERTIES L L C	30	491.62	0.00	491.62
560-251-08-00	CAPPS DIANE L & BALL 1998 TRUST	270	4,424.62	0.00	4,424.62
560-271-07-00	CAPPS DIANE L & BALL 1998 TRUST	75	1,229.06	0.00	1,229.06
560-271-09-00	BALL AUTOMOTIVE GROUP	50	819.37	(0.01)	819.36
560-271-14-00	CAPPS DIANE L & BALL 1998 TRUST	95	1,556.81	(0.01)	1,556.80
560-271-15-00	CAPPS DIANE L & BALL 1998 TRUST	100	1,638.75	(0.01)	1,638.74
560-330-03-00	S K R B L P	591	9,684.99	(0.01)	9,684.98
560-393-03-00	PNJ PROPERTIES L L C	140	2,294.24	0.00	2,294.24
560-393-04-00	FALK PROPERTIES N C L L C	480	7,865.98	0.00	7,865.98
562-021-01-00	POLAKOFF GARY & DIANE 2401 TRUST	100	1,638.75	(0.01)	1,638.74
562-021-07-00	DIAZ LUIS J & MARIA G 2004 FAMILY TRUST 01-28-04	160	2,621.99	(0.01)	2,621.98
562-031-13-00	BALL JOHN II	110	1,802.62	0.00	1,802.62
562-031-14-00	BALL JOHN II	160	2,621.99	(0.01)	2,621.98
562-090-06-00	WEBSTER GEORGE H SECOND LIVING NON-MARITAL TRUST	270	4,424.62	0.00	4,424.62
562-100-13-00	BALL JOHN D II	135	2,212.31	(0.01)	2,212.30
562-100-14-00	WEBSTER GEORGE H SECOND LIVING NON-MARITAL TRUST	135	2,212.31	(0.01)	2,212.30
562-150-13-00	GEN 3 PROPERTIES ONE L L C	209	3,424.98	0.00	3,424.98
562-160-07-00	GEN3 PROPERTIES TWO LLC	300	4,916.24	0.00	4,916.24
562-180-32-00	GEN3 PROPERTIES TWO LLC	82	1,343.77	(0.01)	1,343.76
562-180-33-00	GEN3 PROPERTIES THREE LLC	127	2,081.21	(0.01)	2,081.20
562-220-11-00	HARRISON RESIDUAL TRUST & VAUGHN FAMILY LIVING TRUST 02-06-13	100	901.12	0.00	901.12
562-220-13-00	MCCUNE MOTORS <LF> MCCREDIE TOD C TRUST 03-28-96 (55	230	3,769.12	0.00	3,769.12
562-220-31-00	MCCUNE MOTORS <LF> MCCREDIE TOD C TRUST 03-28-96 (55	155	2,540.06	0.00	2,540.06
562-220-32-00	FRANK REAL PROPERTIES II LP	314	5,145.66	0.00	5,145.66
562-251-37-00	C V VENTURES L L C	202	3,310.27	(0.01)	3,310.26
562-251-38-00	C V VENTURES L L C	167	2,736.71	(0.01)	2,736.70
562-252-16-00	ERM FAMILY TRUST 11-19-91 & ERM RUDOLPH F JR	330	5,407.86	0.00	5,407.86
562-321-07-00	S O C PROPERTIES L L C	182	2,982.52	0.00	2,982.52
562-321-08-00	CITY OF NATIONAL CITY COMMUNITY DEVELOPMENT COMMISSI	148	2,425.34	0.00	2,425.34
562-330-35-00	MOYNAHAN THOMAS W JR & DARLENE D TRS	249	4,080.48	0.00	4,080.48
562-330-42-00	MOYNAHAN THOMAS W JR & DARLENE D TRS	76	1,245.45	(0.01)	1,245.44
562-330-43-00	54/NATIONAL SELF STORAGE L L C	40	655.50	0.00	655.50
562-340-09-00	WESTCOTT REVOCABLE TRUST 10-28-14 & PARADISE DEBRA J	300	4,916.24	0.00	4,916.24
562-340-47-00	MOSSY IMPORTS L L C	164	2,687.54	0.00	2,687.54
562-340-48-00	MOSSY IMPORTS L L C	436	7,144.93	(0.01)	7,144.92
562-340-49-00	ESCONDIDO DEVELOPMENT PROPERTIES L L C	291	4,768.75	(0.01)	4,768.74
562-340-50-00	PERRY MOTORS/PROPERTIES OF NATIONAL CITY L L C	300	4,916.24	0.00	4,916.24
562-340-69-00	FELICE REAL PROPERTIES I L P	290	4,752.38	0.00	4,752.38
562-340-70-00	FELICE REAL PROPERTIES I L P	300	4,916.26	0.00	4,916.26
<b>46 Accounts</b>			<b>\$147,814.75</b>	<b>(\$0.21)</b>	<b>\$147,814.54</b>

The following page(s) contain the backup material for Agenda Item: Public Hearing and Adoption of a Resolution by the City Council of the City of National City accepting the National City 2018/2019 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

A Public Hearing and Adoption of a Resolution by the City Council of the City of National City accepting the National City 2018/2019 Tax Roll Sewer Service Fees report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2018-19 as required by the California Health and Safety Code Section 5473, Et Seq., pertaining to collection of sewer charges on the tax roll, directing the City Clerk to file the report with the San Diego County Auditor, and directing the City Engineer to file a certification of the sewer service charges with the San Diego County Auditor.

**PREPARED BY:** Roberto Yano, Deputy City Engineer

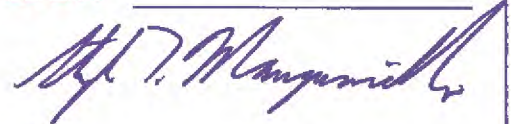
**DEPARTMENT:** Engineering/Public Works

**PHONE:** (619) 336-4383

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Hold public hearing to consider the National City 2018/2019 Tax Roll Sewer Service Fees report.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Report – National City 2018/2019 Tax Roll Sewer Service Fees by Parcel Number for FY 2018-19 (on file at City Clerk's Office)
3. Resolution



## **Explanation:**

The City of National City provides sewer services to about 9,000 customers. A Public Hearing is required annually for the preparation and approval of the sewer tax roll. Sewer service charges are collected along with property taxes. Collecting sewer service charges through the tax roll avoids a separate and costly billing process. The charges described in this report have been previously approved by the City Council.

This is a request to conduct a Public Hearing on the National City tax roll report, and to subsequently adopt a resolution approving collection of sewer service charges on the tax roll, as authorized by the Uniform Sewer Ordinance and County Water Service Ordinance.

The Public Hearing is to consider adoption of the report, which identifies by parcel number, each parcel of real property receiving sewer services and the amount of sewer charges for each parcel for FY 2018-19 as required by the California Health and Safety Code Section 5473, et seq., pertaining to collection of sewer charges on the tax roll. Said report is on file with the Office of the City Clerk. The Notice of Public Hearing was published by the City Clerk's Office in accordance with Government Code Section 66017.

Pursuant to Ordinance No. 2017-2442 passed on 12/5/2017, the City Council adopted a five-year sewer service fee rate adjustment schedule commensurate with projected Regional Wastewater treatment increases and elected to have sewer service charges collected on the tax roll, as provided by California Health and Safety Code Section 5473 et seq.

The City of National City sewer services fees for residential customers are monthly flat rates based on water consumption for domestic users. For commercial and industrial customers, the charges are variable and based on annual water consumption and the strength of the sewage they generate (low, medium or high). The following table summarizes the five-year rate plan adopted by the City Council in December of 2017.

The costs of wastewater collection, transportation and treatment have increased dramatically in recent years and the forecast is for them to continue to increase in the coming years. National City is a member of the Joint Powers Association (JPA), a twelve member agency which uses the City of San Diego Treatment Facilities primarily the Point Loma Treatment Plant located in Point Loma, San Diego. The JPA shares the cost of the operation and maintenance of this plant and related infrastructure. The Point Loma Wastewater Treatment Plant is currently undergoing upgrades and the City of San Diego is also implementing the Pure Water Program which requires some cost sharing for the parts which are related to sewer treatment from the JPA. The City will be closely monitoring the actual impact on our treatment costs as the Pure Water Program costs become more certain.

The City of National City has completed the rate study of the current sewer charges. This study identify the need to raise sewer service charges for future fiscal years. The recommended rate increase was approved on December 5, 2017 and is as follows:

### **National City Sewer Services Rates for FY 19-23**

<b>Residential Flat Rates (per month)</b>	<b>FY 2019 Monthly</b>	<b>FY2020 Monthly</b>	<b>FY 2021 Monthly</b>	<b>FY 2022 Monthly</b>	<b>FY 2023 Monthly</b>
Single Family Residence	\$ 35.23	\$ 38.68	\$ 42.47	\$ 46.61	\$ 51.18
Multi-Family Residence	\$ 27.48	\$ 30.17	\$ 33.13	\$ 36.36	\$ 39.92
Mobile Homes	\$ 21.49	\$ 23.60	\$ 25.91	\$ 28.43	\$ 31.22

#### **Commercial Variables Rates (per HCF)**

<b>Suspended Solids/BOD Strength Category</b>	<b>Suspended Solids/BOD Strength</b>	<b>FY 2019</b>	<b>FY2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY2023</b>
Commercial - Low	< 200 PPM	\$ 3.61	\$ 3.97	\$ 4.35	\$ 4.78	\$ 5.25
Commercial - Medium	201 to 280					
Low	PPM	\$ 3.89	\$ 4.33	\$ 4.73	\$ 5.13	\$ 5.66
	281 to 420					
Commercial - Medium	PPM	\$ 4.69	\$ 5.37	\$ 5.76	\$ 6.13	\$ 6.80
Commercial - Medium	421 to 600					
High	PPM	\$ 5.48	\$ 6.40	\$ 6.80	\$ 7.12	\$ 7.95
Commercial - High	> 600 PPM	\$ 6.82	\$ 8.14	\$ 8.55	\$ 8.79	\$ 9.88



The following page(s) contain the backup material for Agenda Item: Public Hearing on the Introduction of an Ordinance of the City Council of the City of National City amending Title 13, Section 13.22.060 Work required Exclusions Conveyance of property (A) (1.), of the National City Municipal Code establishing public i

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

A Public Hearing on the introduction of an Ordinance of the City Council of the City of National City amending Title 13, Section 13.22.060 – Work required – Exclusions – Conveyance of property (A) (1.), of the National City Municipal Code establishing public improvement requirements for single building permits.

**PREPARED BY:** Luca Zappiello, Junior Engineer – Civil

**DEPARTMENT:** Engineering/Public Works

**PHONE:** 619-336-4360

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached.



**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Introduce Ordinance for first reading.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Explanation w/ Attachment (A) and Attachment (B)
2. Proposed Ordinance

### **Explanation**

Title 13, Section 13.22.060 – Work required – Exclusions – Conveyance of property (A) (1.) of the City of National City Municipal Code defines public improvement requirements for single building permits, including the type and maximum dollar threshold of public improvements and exemptions. See Attachment A for existing requirements.

Engineering staff proposes to amend Title 13, Section 13.22.060 to expand the types of exemptions in an effort to reduce the burden on property owners and expedite permits for lower building valuation projects, such as minor additions to single-family dwellings (e.g. garages, patios, swimming pools).

The proposed amendments are highlighted in Attachment B. Staff will return to City Council at the regularly scheduled meeting of July 3, 2018 with a Public Hearing on the second reading of the Ordinance, inclusive of any changes directed by City Council at the end of the Public Hearing on the introduction of the Ordinance. City Council will then take action, pursuant to their consideration, to adopt the Ordinance.

- **Chapter 13.22 - STREET IMPROVEMENTS**

**Sections:****13.22.060 - Work required—Exclusions—Conveyance of property.**

- A.
  - 1. Portland cement concrete curbs, gutters, driveways, pedestrian ramps (in nonresidential areas only) sidewalks and one-half width of local street permanent paving shall be constructed along all contiguous street frontages, including replacement of all damaged or broken improvements, except where such damages have been determined by the city engineer to have been caused by city-owned street trees. Such work to be done shall not exceed, in costs, ten percent of the valuation of the building improvement permits as determined by the director of building and housing. Single-building permits with a valuation of ten thousand dollars or less, and permits for signs only, are excluded from the requirements of this chapter, as are permits for work required to repair a property after an accident, natural disaster or act of God. Repair in this instance is defined as that work necessary to return the property to its conditions it existed just prior to the accident, natural disaster or act of God.
  - 2. In all cases, such building permit valuations shall be the sum of all such valuations shown on all building permits issued for that property within the immediately preceding twenty-four-month period, as determined by the director of building and housing.



## • Chapter 13.22 - STREET IMPROVEMENTS

### Sections:

#### 13.22.060 - Work required—Exclusions—Conveyance of property.

- A. 1. Portland cement concrete curbs, gutters, driveways, pedestrian ramps (in nonresidential areas only) sidewalks and one-half width of local street permanent paving shall be constructed along all contiguous street frontages, including replacement of all damaged or broken improvements, except where such damages have been determined by the city engineer to have been caused by city-owned street trees. Such work to be done shall not exceed, in costs, ten percent of the valuation of the building improvement permits as determined by the director of building and housing. ~~Single-building permits with a valuation of ten thousand dollars or less, and permits for signs only, are excluded from the requirements of this chapter, as are permits for work required to repair a property after an accident, natural disaster or act of God. Repair in this instance is defined as that work necessary to return the property to its conditions it existed just prior to the accident, natural disaster or act of God.~~

#### Exclusions

- a. ~~Single-building permits with a valuation of one hundred thousand dollars or less;~~
  - b. ~~Permits for signs only;~~
  - c. ~~Permits for new construction and/or tenant improvements that do not increase occupancy for persons or vehicles;~~
  - d. ~~Permits for construction of accessory structures for single-family dwellings such as garages, swimming pools, decks or patios;~~
  - e. ~~Permits for work required to repair a property after an accident, natural disaster or act of God. Repair in this instance is defined as that work necessary to return the property to its conditions it existed just prior to the accident, natural disaster or act of God.~~
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• **Chapter 13.22 - STREET IMPROVEMENTS**

**Sections:**

**13.22.060 - Work required—Exclusions—Conveyance of property.**

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  - e. Permits for work required to repair a property after an accident, natural disaster or act of God. Repair in this instance is defined as that work necessary to return the property to its conditions it existed just prior to the accident, natural disaster or act of God.
2. In all cases, such building permit valuations shall be the sum of all such valuations shown on all building permits issued for that property within the immediately preceding twenty-four-month period, as determined by the director of building and housing.

The following page(s) contain the backup material for Agenda Item: Public Hearing on the adoption of a Resolution of the City Council of the City of National City approving the issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds with no fiscal impact to the City and



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing on the adoption of a Resolution of the City Council of the City of National City approving the issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds with no fiscal impact to the City and not to exceed \$120,000,000 in outstanding aggregate principal to finance the acquisition and rehabilitation of two existing affordable senior rental housing projects known as Kimball and Morgan Towers respectively located at 1317 "D" Avenue and 1415 "D" Avenue in National City.

**PREPARED BY:** Carlos Aguirre, Acting Housing & Economic Development Director

**PHONE:** (619) 336-4391

**DEPARTMENT:** Housing & Economic Dev.

**APPROVED BY:** 

**EXPLANATION:**

See Attachment No. 1.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

There is no fiscal impact to the City.

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

The adoption of this resolution is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential for causing a significant effect on the environment.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

Not applicable to this report.

**ATTACHMENTS:**

- 1: Background Report
- 2: Public Hearing Proof of Publication
- 3: Resolution



## Background Report

Kimball Tower Housing Associates, L.P. (the “Kimball Borrower”) has requested that the California Statewide Communities Development Authority (“CSCDA”) serve as the municipal issuer of tax-exempt multi-family housing revenue bonds in an aggregate principal amount not to exceed \$70,000,000 (the “Kimball Bonds”). The proceeds of the Kimball Bonds will be used for the purpose of making a loan to the Kimball Borrower, to enable the Kimball Borrower to finance the acquisition, rehabilitation, improvement and equipping of an existing 152-unit affordable multifamily housing rental project located at 1317 D Avenue, National City, California and known as Kimball Tower (the “Kimball Project”), which will be owned and operated by the Kimball Borrower. The Kimball Borrower will acquire the Kimball Project, rehabilitate the exterior and interior of the Kimball Project, and extend the affordability of the Kimball Project for 55 more years. The Kimball Project is comprised of 150 one-bedroom units reserved for families with income at or below 50% to 60% of the area median income, as well as two manager’s units.

Additionally, Morgan Tower Housing Associates, L.P. (the “Morgan Borrower” and along with the Kimball Borrower, the “Borrowers”) has requested that CSCDA serve as the municipal issuer of tax-exempt multi-family housing revenue bonds in an aggregate principal amount not to exceed \$50,000,000 (the “Morgan Bonds” and along with the Kimball Bonds, the “Bonds”). The proceeds of the Morgan Bonds will be used for the purpose of making a loan to the Morgan Borrower, to enable the Morgan Borrower to finance the acquisition, rehabilitation, improvement and equipping of an existing 152-unit affordable multifamily housing rental project located at 1415 D Avenue, National City, California and known as Morgan Tower (the “Morgan Project”), which will be owned and operated by the Morgan Borrower. The Morgan Borrower will acquire the Morgan Project, rehabilitate the exterior and interior of the Morgan Project, and extend the affordability of the Morgan Project for 55 more years. The Morgan Project is comprised of 151 one-bedroom units reserved for families with income at or below 50% to 60% of the area median income, as well as one manager’s unit. The sponsor of both Kimball Tower and Morgan Tower is Community HousingWorks, a San Diego based nonprofit owner and operator of affordable housing projects.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of National City (“City”) must conduct a public hearing (the “TEFRA Hearing”) providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Adoption of the resolution is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Internal Revenue Code and the California Government Code Section 6500 (and following). Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an “applicable elected representative” of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Projects.

CSCDA is a joint powers authority sponsored by the League of California Cities (“League”) and the California State Association of Counties (“CSAC”). CSCDA was created by the League and CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. CSCDA is comprised of more than 530 members, including the City of National City. CSCDA has issued more than \$60 billion through 1,600+ financings since 1988 and consistently ranks in the top 10 of more than 3,000 nationwide public issuers of tax-exempt debt, as measured by annual issuance amount. There is no fiscal impact to the City. The Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrowers with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financings.

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## DECLARATION

I am a resident of Los Angeles County, over the age of eighteen years and not a party to or interested in the matter noticed.

The notice, of which the annexed is a printed copy appeared in the:

**SAN DIEGO UNION-TRIBUNE**

On the following dates:

06/18/2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Los Angeles, California, this

**19th day of June 2018**



Signature

**3143501**

*"The only Public Notice which is justifiable from the standpoint of true economy and the public interest, is that which reaches those who are affected by it"*



\* A 0 0 0 0 0 4 7 8 7 7 2 9 \*

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City (the "City"), at its regular meeting on Tuesday, July 3, 2018, will hold a public hearing and consider approval of the issuance by the California Statewide Communities Development Authority (the "Authority") of one or more series of multifamily housing revenue bonds (collectively, the "Bonds") in the aggregate principal amount not to exceed \$120,000,000 to assist in the financing of the acquisition and rehabilitation of the following multifamily rental housing developments (collectively, the "Projects," and each, a "Project"):

**Name and Location**  
Kimball Tower Apartments  
1317 D Avenue  
National City, California 91950  
**Approximate Number of Units**  
152  
**Maximum Amount of Bonds**  
\$70,000,000

**Name and Location**  
Morgan Tower Apartments  
1415 D Avenue  
National City, California 91950  
**Approximate Number of Units**  
152  
**Maximum Amount of Bonds**  
\$50,000,000

The amount of Bonds to be issued for a Project shall not exceed the applicable amount set forth above, provided that the aggregate principal amount of Bonds issued for all Projects shall not exceed \$120,000,000. Each Project will be owned by a limited partnership to be established by Community HousingWorks or an affiliate thereof (the "Borrowers"). The Bonds will not constitute an indebtedness or obligation, or a pledge of the faith and credit of the City. The Bonds will be special, limited obligations of the Authority payable solely from the revenues of the Projects and other amounts pledged by the Borrowers.

All those interested in matters relating to the issuance of the Bonds and the financing of the acquisition and rehabilitation of the Projects are invited to attend and be heard at the meeting, which will commence no earlier than 6:00 p.m. and will be held in the Civic Center Council Chambers located at 1243 National City Boulevard, National City, California. If you have any questions regarding this matter, please contact the Acting Director of Housing and Economic Development Department at 140 East 12th Street, Suite B, National City, California 91950, or (619) 336-4391.

Dated: June 18, 2018

6/18/18  
CNS-3143501#  
THE SAN DIEGO UNION

The following page(s) contain the backup material for Agenda Item: Notice of Decision – Planning Commission approval of a Conditional Use Permit to operate a church at an existing building located at 1624 East 18th Street. (Applicant: George Brambila) (Case File 2018-07 CUP) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Notice of Decision – Planning Commission approval of a Conditional Use Permit to operate a church at an existing building located at 1624 East 18<sup>th</sup> Street. (Applicant: George Brambila) (Case File 2018-07 CUP)

**PREPARED BY:** Chris Stanley C.S.

**DEPARTMENT:** Planning

**PHONE:** 619-336-4381

**APPROVED BY:** 

**EXPLANATION:**

The applicant applied for a Conditional Use Permit (CUP) for a church at a currently vacant 2,407 square-foot commercial building. Operating hours would be 9:30 a.m. to 6:30 p.m. on Sundays and 7:00 p.m. to 8:30 p.m. on Wednesdays.

The Planning Commission conducted a public hearing on June 18, 2018. Commissioners asked questions regarding the prior use, loss of commercial space, building improvements, non-permitted construction at the site, and business operations. The Commission recommended approval of the CUP subject to attached findings and conditions.

The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Categorical Exemption – Class 1, Section 15301 (Existing Facilities)

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Conditional Use Permit.

Ayes: Flores, Garcia, Quintero, Sendt, Yamane      Abstain: Baca      Absent: Dela Paz,

**ATTACHMENTS:**

- |                                     |                               |
|-------------------------------------|-------------------------------|
| 1. Overhead                         | 3. Reduced Plans              |
| 2. Planning Commission Staff Report | 4. Resolution No. 2018-10 (a) |



**2018-07 CUP – 1624 East 18<sup>th</sup> Street – Overhead**



**ATTACHMENT 1**



CITY OF NATIONAL CITY - PLANNING DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

**Title:** PUBLIC HEARING – CONDITIONAL USE PERMIT TO  
OPERATE A CHURCH AT AN EXISTING BUILDING  
LOCATED AT 1624 EAST 18<sup>TH</sup> STREET

**Case File No.:** 2018-07 CUP

**Location:** 1624 E. 18<sup>th</sup> Street

**Assessor's Parcel Nos.:** 561-360-48-00 & 561-360-49-00

**Staff report by:** Chris Stanley, Acting Assistant Planner

**Applicant:** George Brambila

**Zoning designation:** Minor Mixed-Use Corridor (MXC-1)

**Adjacent zoning:**

**North:** High Density Multi-Unit Residential Across East 18<sup>th</sup> St. / RM-2

**East:** Open Space / OS

**South:** Small Lot Residential / RS-2

**West:** Minor Mixed-Use Corridor / MXC-1

**Environmental review:** Categorically Exempt pursuant to Class 1 Section 15301  
(Existing Facilities)

**Staff recommendation:** Approve

ATTACHMENT 2



## **BACKGROUND**

### **Staff Recommendation**

Staff recommends approval of a proposed church at an existing commercial building. The use is conditionally-allowed in the Minor Mixed-Use Corridor (MXC-1) zone and is consistent with the General Plan and Land Use Code.

### **Executive Summary**

The applicant has applied for a Conditional Use Permit (CUP) for a church at a currently vacant building. Conditions would restrict the hours of operation and address non-permitted construction that would need to be approved before the CUP becomes effective.

### **Site Characteristics**

The project location is a currently vacant commercial building located at 1624 E. 18<sup>th</sup> Street in the MXC-1 zone. Directly west of the property is a barbershop. The MXC-1 zone continues west and the development is further bordered by Small Lot Residential (RS-2) to the south, Open Space (OS) to the east, and High Density Multi-Unit Residential (RM-2) to the north.

### **Proposed Use**

The applicant is proposing to operate a church in a 2,407 square-foot commercial space within the center. The site would consist of 28 parking spaces and two driveways; one for entering and exiting, and one for just exiting; both of which would be accessed from E. 18<sup>th</sup> St. The interior of the building would consist of an entrance hall, two restrooms, a stage, 780 square feet of seating space, an office, a storage closet, and general storage space.

### **Analysis**

A church requires one parking space for every 35 square feet of seating area; with 780 square feet of proposed seating area, the site would need to provide 22 parking spaces. The applicant has proposed 29 parking spaces. However, one of the proposed spaces is perpendicular, which would not be permitted, leaving the applicant with 28 parking spaces. With the change in parking spaces, the applicant will still have provided an excess of six parking spaces over the requirement. The three surplus parking spaces are compact in size. A Condition of Approval has been added to require compliance with section 18.45 (Off-street loading and parking).



Unpermitted work has been noted on the site and will need to be addressed by the applicant with the Building Department before approval. The unpermitted work is an office and storage room on the rear of the building. The extent of work will be confirmed by the Building Department after City review and/or approval.

The applicant is proposing operating hours of 9:30 a.m. to 6:30 p.m. on Sundays and 7:00 p.m. to 8:30 p.m. on Wednesdays. Noise impacts are a concern for the project due to existing residential uses adjacent to the church. There is an existing single-family house on the lot directly south of the church that resides on the west end of the lot. Not only is there a parking lot between the church and the single-family lot, but the east end of the lot is vacant, further distancing the house from any potential noise. The entrance to the church is shown on the north end of the building, opposite the single-family lot. An apartment complex is located to the north across E. 18<sup>th</sup> St. approximately 95 feet from the church entrance.

#### Findings for Approval

The Municipal Code contains six required findings for CUPs:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is allowable within the MXC-1 zone pursuant to a CUP and is consistent with the General Plan and Land Use Code.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

General Plan Policy LU-4.3 Promotes infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The site is an existing commercial building that permits public assembly.

4. The site is physically suitable for the type, density, and intensity of the use being proposed; including access, utilities, and the absence of physical constraints.

The site provides the required parking and would only be in use on Sundays and Wednesday nights, limiting possible traffic issues.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

Potential noise from the church will not affect the surrounding properties due to conditions set within the permit requiring that both windows and doors be shut during service and noise levels be in compliance with the City's municipal code. In addition, granting the CUP will fill a long-standing vacancy and provide a public service.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The proposed project has been reviewed in compliance with CEQA. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

#### Findings for Denial

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The vicinity of the church to residential would constitute a nuisance due to the possibility of noise pollution that could have a negative impact on nearby residents.

#### Conditions of Approval

Planning Department conditions require that all illegal work be addressed by the applicant with the Building Department before approval of this permit as well as the requirement of a trash and recycling enclosure for the site. The trash enclosure



must be enclosed with a roof and be made of non-combustible material. The approved hours of operation for the church shall be Sundays between the hours of 9:30 a.m. and 6:30 p.m. and Wednesdays between the hours of 7:00 p.m. and 8:30 p.m. The Building Department requires that the project follow the 2016 editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes. The Engineering Department requires that the site plan shall show the exterior limits of the site and all existing improvements as well as any proposed exterior site work. In addition they require that a drainage plan be submitted showing all of the proposed and existing on-site and off-site improvement and that it is prepared by a Registered Civil Engineer, or other qualified professional, and shall be in accordance with the City requirements. The applicant must provide a cost estimate of all proposed work and the owner/developer shall remove all weeds from the parkway and landscaping along the property frontage. The Fire Department had no comments on the project.

#### Summary

The proposed project is consistent with the Land Use Code in that it promotes infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas. The proposed church would have more than the required amount of parking spaces and would be in operation Sunday days and Wednesday nights, limiting both the traffic and noise impacts. It was confirmed by the Building Department that unpermitted work has taken place on the site, the full extent being currently unknown. The rear portion of the building seems to be extended. An office and storage room were added. The work will have to either be permitted by the Building Department or demolished. The church would not be able to operate until the building is in compliance with the Building Department requirement.

#### OPTIONS

1. Approve 2018-07 CUP subject to the conditions listed below, based on the attached findings, or findings to be determined by the Planning Commission;  
or
2. Deny 2018-07 CUP based on the attached finding or findings to be determined by the Planning Commission; or,
3. Continue the item to a later date in order to obtain additional information.

**ATTACHMENTS**

1. Recommended Findings
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, Case File No. 2018-07 CUP, dated 4/16/2018)
5. Public Hearing Notice (Sent to 113 property owners & occupants)
6. CEQA Notice of Exemption
7. Resolutions



CHRIS STANLEY  
Acting Assistant Planner



MARTIN REEDER, AICP  
Acting Planning Director

## **RECOMMENDED FINDINGS FOR APPROVAL**

**2018-07 CUP – 1624 East 18<sup>th</sup> Street**

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP, and is consistent with the General Plan and Land Use Code.
2. The proposed use is consistent with the General Plan, because General Plan Policy LU-4.3 Promotes infill development, redevelopment, rehabilitation, and reuse efforts that contribute positively to existing neighborhoods and surrounding areas.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the site is an existing commercial building that permits public assembly.
4. The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints, because the site is physically suitable for a church because it provides the required parking and would only be in use on Sundays and Wednesday nights, limiting possible traffic issues.
5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because potential noise from the church will not affect the surrounding properties due to conditions set within the permit requiring that both windows and doors be shut during service and noise levels be in compliance with the City's municipal code. In addition, granting the CUP will fill a long-standing vacancy and provide a public service.
6. The proposed project has been reviewed in compliance with CEQA, because staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

**RECOMMENDED FINDING FOR DENIAL**

**2018-07 CUP- 1624 East 18<sup>th</sup> Street**

1. The proposed use is not deemed essential to the public necessity, because the vicinity of the church to residential would constitute a nuisance due to the possibility of noise pollution that could have a negative impact on nearby residents.



## **RECOMMENDED CONDITIONS OF APPROVAL**

2018-07 CUP – 1624 East 18<sup>th</sup> Street

### **General**

1. This Conditional Use Permit authorizes the operation of a church at 1624 East 18th Street. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, case file no. 2018-07 CUP, dated 4/16/2018.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

### **Planning**

6. A trash and recycling enclosure must be provided for the site. It must be enclosed with a roof, and be made of non-combustible material, subject to city design requirements.
7. The operation of the church shall be permitted for Sundays between the hours of 9:30 a.m. and 6:30 p.m. and Wednesdays between the hours of 7:00 p.m. and 8:30 p.m.
8. This permit shall not be approved until all unpermitted work is addressed by the Building Department.



9. All doors and windows shall remain closed during church services or other activities that may generate excessive noise.
10. All activities shall comply with the limits set forth in Table III of Title 12 (Noise) of the National City Municipal Code.
11. All parking spaces shall conform to minimum standards as contained in section 18.45 (Off-street loading and parking).

#### Building

12. Plans submitted for demolition or construction improvements must comply with the 2016 editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### Engineering

13. The site plan shall show the exterior limits of the site and all existing improvements. Any proposed exterior site work shall be shown.
14. A drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared by a Registered Civil Engineer, or other qualified professional, and shall be in accordance with the City requirements. In particular, the plan shall show the current and proposed drainage patterns and direction(s) of flow, all existing drainage swales, ditches, inlets, drainage pipes and curb outlets or sidewalk underdrains. Flow indicator arrows shall be provide with slope given.
15. Provide a cost estimate of all proposed work.
16. The owner/developer shall remove all weeds from the parkway and landscaping along the property frontage.



CITY OF NATIONAL CITY - PLANNING DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT FOR THE OPERATION OF A CHURCH AT 1624  
EAST 18<sup>TH</sup> STREET  
CASE FILE NO. 2018-07 CUP  
APN: 561-360-48-00 & 561-360-49-00

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, June 18, 2018**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request (Applicant: George Brambila).

The applicant is proposing a church in an existing 2,704 square-foot commercial space at 1624 E. 18<sup>th</sup> St. The currently vacant building is in the Minor Mixed-Use Corridor (MXC-1) zone. The proposed hours of operation for the church are 9:30 a.m. to 6:30 p.m. Sunday and 7:00 p.m. to 8:30 p.m. Wednesday.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Department on or before 12:00 p.m., **June 18, 2018**, who can be contacted at 619-336-4310 or [planning@nationalcityca.gov](mailto:planning@nationalcityca.gov)

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

MARTIN REEDER  
Acting Planning Director



**NOTICE OF EXEMPTION**

TO: Assessor/Recorder/County Clerk  
Attn: Fish and Wildlife Notices  
1600 Pacific Highway, Suite 260  
San Diego, CA 92101  
MS: A-33

**Lead Agency:** City of National City

**Project Title:** 2018-07 CUP

**Project Location:** 1624 East 18<sup>th</sup> Street, National City, CA 91950

**Contact Person:** Chris Stanley

**Telephone Number:** (619) 336-4381

**Description of Nature, Purpose and Beneficiaries of Project:**

Conditional Use Permit application for the operation of a church in an existing building

**Applicant:**

George Brambilla  
466 Third Avenue Suite B  
Chula Vista, CA 91950

**Telephone Number:**

(619) 279-1992

**Exempt Status:**

☒ **Categorical Exemption. Class 1 Section 15301 (Existing Facilities)**

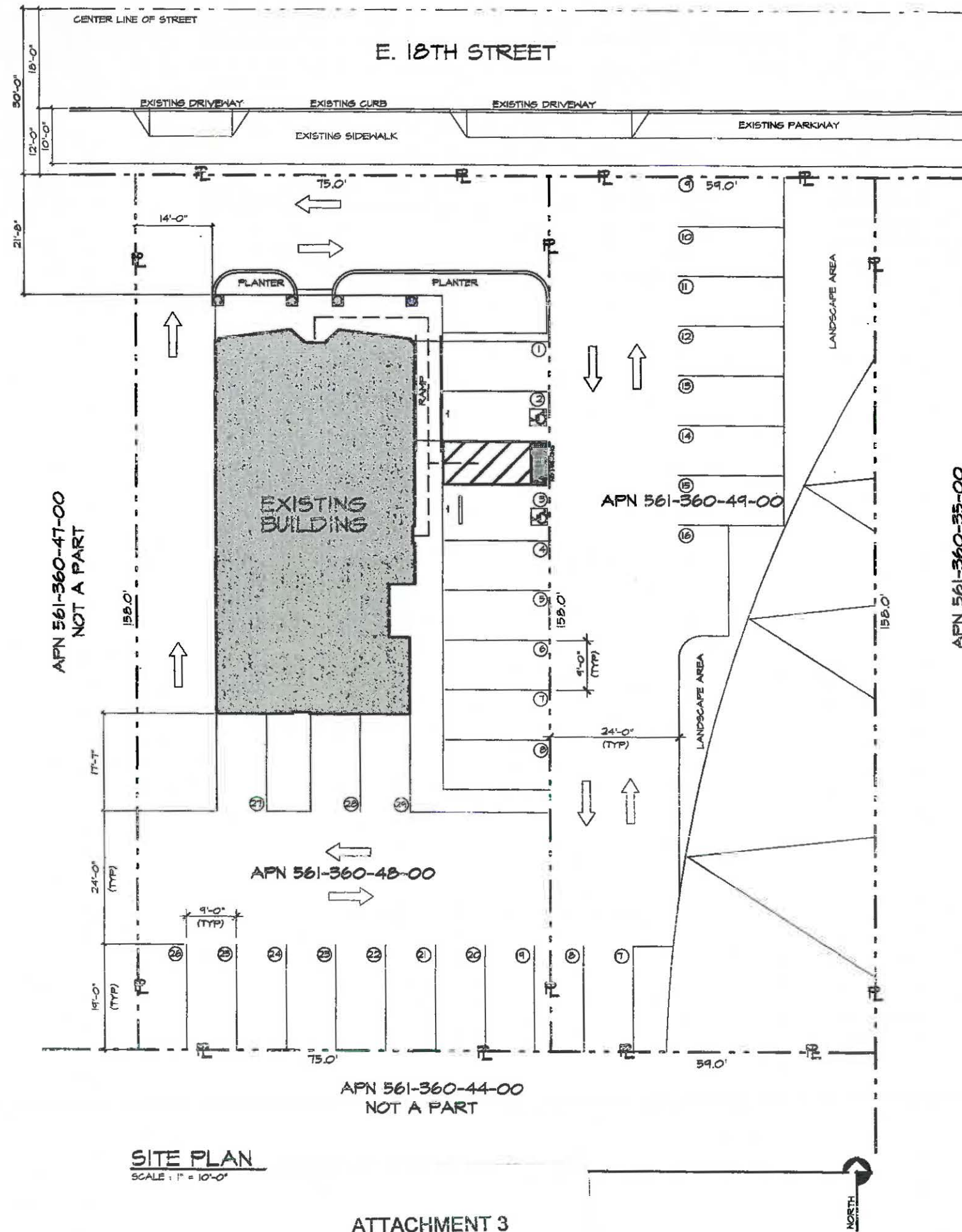
**Reasons why project is exempt:**

It can be seen with certainty that the project will not have a significant effect on the environment. The project involves no new development and will reside in an existing facility.

Date:

CHRIS STANLEY  
Acting Assistant Planner





## SCOPE OF WORK

CONDITIONAL USE PERMIT TO OPERATE PLACE OF RELIGIOUS WORKSHIP UNDER EXISTING BUILDING.

NO BUILDING CONSTRUCTION WORK PROPOSED UNDER THIS PERMIT OTHER THAN PARKING AREA.

## APPLICABLE CODES

- 2016 CALIFORNIA BUILDING CODE
- 2016 CALIFORNIA FIRE CODE
- 2016 CALIFORNIA MECHANICAL CODE
- 2016 CALIFORNIA ELECTRICAL CODE
- 2016 CALIFORNIA PLUMBING CODE
- 2016 CALIFORNIA ENERGY CODE
- 2016 GREEN BUILDING STANDARD CODE

## SHEET INDEX

PROJECT DATA / SITE PLAN

EXISTING FLOOR PLAN

## PROJECT DATA

ADDRESS 1624 E. 18TH STREET  
NATIONAL CITY, CA 91950

APN 561-360-48 & 561-360-49

TENANT 1624 E. 18TH STREET  
NATIONAL CITY, CA 91950

ZONE A-3 PLACE OF RELIGIOUS WORKSHIP

OCCUPANCY BLDG TYPE V/B

STORIES ONE

SPRINKLER NO

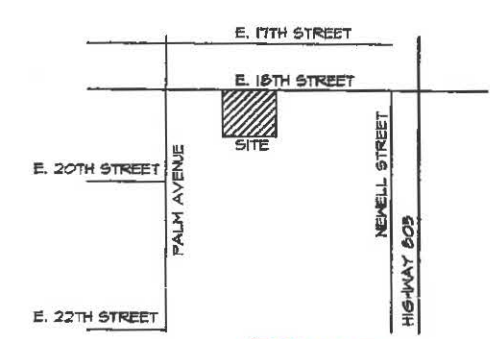
YEAR BUILT 1996

LOT SIZE 5F

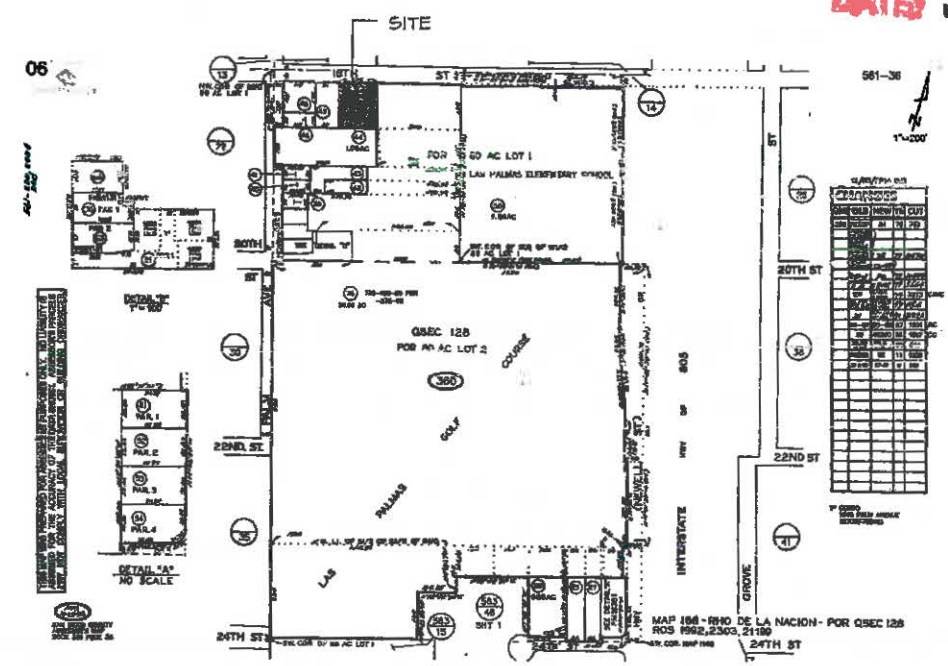
BUILDING AREA 2,407 SF

PARKING AREA 29 OPEN SPACES

## VICINITY MAP



**EXHIBIT A**  
**CASE FILE NO. 2018-07 CUP**  
**DATE 4/16/2018**



## ASSESSOR'S MAP

NOT TO SCALE

REVISIONS	
△	MARCH 20, 2018
△	
△	
△	
△	
△	
<p>CHURCH CUP</p> <p>1624 E. 18TH STREET NATIONAL CITY, CA 91950</p>	
DATE	SEPT 10, 2017
PROJECT #	1739
SHEET TITLE	
SHEET #	A1
SHEET	OF





**RESOLUTION NO. 2018-10 (a)**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA,  
APPROVING A CONDITIONAL USE PERMIT FOR  
THE OPERATION OF A CHURCH  
AT 1624 EAST 18<sup>TH</sup> STREET  
CASE FILE NO. 2018-07 CUP  
APN: 561-360-48-00 & 561-360-49-00**

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit for the operation of a church at 1624 East 18<sup>th</sup> Street at a duly advertised public hearing held on June 18, 2018, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2018-07 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on June 18, 2018, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is allowable within the Minor Mixed-Use Corridor zone pursuant to a CUP, and is consistent with the General Plan and Land Use Code.
2. The proposed use is consistent with the General Plan, because General Plan Policy LU-4.3 Promotes infill development, redevelopment, rehabilitation, and

**ATTACHMENT 4**

reuse efforts that contribute positively to existing neighborhoods and surrounding areas.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the site is an existing commercial building that permits public assembly.
4. The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints, because the site is physically suitable for a church because it provides the required parking and would only be in use on Sundays and Wednesday nights, limiting possible traffic issues.
5. Granting the permit would not constitute a nuisance, be injurious, or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because potential noise from the church will not affect the surrounding properties due to conditions set within the permit requiring that both windows and doors be shut during service and noise levels be in compliance with the City's municipal code. In addition, granting the CUP will fill a long-standing vacancy and provide a public service.
6. The proposed project has been reviewed in compliance with CEQA, because staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

**General**

1. This Conditional Use Permit authorizes the operation of a church at 1624 East 18th Street. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, case file no. 2018-07 CUP, dated 4/16/2018.
2. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County



Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.

3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
4. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
5. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

#### Planning

6. A trash and recycling enclosure must be provided for the site. It must be enclosed with a roof, and be made of non-combustible material, subject to city design requirements.
7. The operation of the church shall be permitted for Sundays between the hours of 9:30 a.m. and 6:30 p.m. and Wednesdays between the hours of 7:00 p.m. and 8:30 p.m.
8. This permit shall not be approved until all unpermitted work is addressed by the Building Department.
9. All doors and windows shall remain closed during church services or other activities that may generate excessive noise.
10. All activities shall comply with the limits set forth in Table III of Title 12 (Noise) of the National City Municipal Code.
11. All parking spaces shall conform to minimum standards as contained in section 18.45 (Off-street loading and parking).

#### Building

12. Plans submitted for demolition or construction improvements must comply with the 2016 editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

#### Engineering

13. The site plan shall show the exterior limits of the site and all existing improvements. Any proposed exterior site work shall be shown.
14. A drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared by a Registered Civil Engineer, or other qualified professional, and shall be in accordance with the City

requirements. In particular, the plan shall show the current and proposed drainage patterns and direction(s) of flow, all existing drainage swales, ditches, inlets, drainage pipes and curb outlets or sidewalk underdrains. Flow indicator arrows shall be provide with slope given.

15. Provide a cost estimate of all proposed work.

16. The owner/developer shall remove all weeds from the parkway and landscaping along the property frontage.

**BE IT FURTHER RESOLVED** that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

**BE IT FINALLY RESOLVED** that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

**CERTIFICATION:**

This certifies that the Resolution was adopted by the Planning Commission at their meeting of June 18, 2018, by the following vote:

**AYES:** Quintero, Sendt, Yamane, Garcia, Flores

**NAYS:** None.

**ABSENT:** Dela Paz

**ABSTAIN:** Baca

  
\_\_\_\_\_  
**CHAIRPERSON**

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - Care Fair South Bay hosted by First Baptist Church at 635 E. 7th Street on August 11, 2018 from 10 am to 2 pm with no waiver of fees. (Neighborhood Services)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Temporary Use Permit - Care Fair South Bay hosted by First Baptist Church at 635 E. 7th Street on August 11, 2018 from 10 am to 2 pm with no waiver of fees.

**PREPARED BY:** Dionisia Trejo

**PHONE:** 619-336-4255

**DEPARTMENT:** Neighborhood Services

**APPROVED BY:** 

**EXPLANATION:**

This is a request from First Baptist Church to conduct the Care Fair South Bay at 635 E. 7th Street on August 11, 2018 from 10 am to 2 pm. Set up for the event will commence at 8 am on the day of the event.

This event is being held to connect families with resources that promote health and human flourishing as well as opportunities in the community. This event will include live music, eating areas, a kid's play area with games, food and informational booths. Applicant will provide their own stage and audio equipment.

Note: This is the first time this organization has requested a Temporary User Permit to conduct the Care Fair South Bay.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

City fee of \$237.00 for processing the TUP through various City departments, plus \$700.00 for Fire Inspection.

Total fees: \$937.00

**APPROVED:** \_\_\_\_\_ **FINANCE**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended approvals and conditions.



City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- ☒ Fair/Festival    ☐ Parade/March    ☐ Walk or Run    ☐ Concert/Performance  
☐ TUP    ☐ Sporting Event    ☐ Other (specify) \_\_\_\_\_

### Event Name & Location

Event Title Care Fair South Bay

Event Location (list all sites being requested) First Baptist Church, 635 E 7th ST

### Event Times

Set-Up Starts  
Date 08/11/18 Time 0800 Day of Week Saturday

Event Starts  
Date 08/11/18 Time 1000 Day of Week Saturday

Event Ends  
Date 08/11/18 Time 1400 Day of Week Saturday

Breakdown Ends  
Date 08/11/18 Time 1600 Day of Week Saturday



### Applicant Information

Applicant (Your name) Pastor Seth Clark Sponsoring Organization First Baptist Church

Event Coordinator (if different from applicant) \_\_\_\_\_

Mailing Address 635 E 7th ST, National City, CA 91950

Day Phone 619-477-4147 After Hours Phone 619-889-9830 Cell 619-889-9830 Fax N/A

Public Information Phone 619-477-4147 E-mail seth@firstbaptistnc.org

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Seth Clark Date 5/15/18



## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (\$):

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\$ 0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 2000 Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

☒ First time event ☐ Returning Event ☐ Include site map with application

Note that this description may be published in our City Public Special Events Calendar:

A casual, family-friendly fair that connects connects individuals and families with

resources that promote health and human flourishing as well as opportunities to

in the community.

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### Estimated Attendance

Anticipated # of Participants: 300 Anticipated # of Spectators: \_\_\_\_\_

**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): \_\_\_\_\_

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: We intend to have  
volunteers who will act as security. The venue is largely outdoor with multiple paths to exit  
in the case of emergency.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_

### First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☒

☐ First aid station to be staffed by professional company. ► Company \_\_\_\_\_

### Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

All areas that will be in use, especially since most are outdoor and flat, are accessible.

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### Elements of your Event

Setting up a stage? Yes ☒ No ☐

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► apx. 20x20 (Dimensions)

Setting up canopies or tents?

30 # of canopies size 10x10

0 # of tents size

☐ No canopies/tents being set up

Setting up tables and chairs?

☒ Furnished by Applicant or Contractor

40 # of tables ☐ No tables being set up

100 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

# of tables ☐ No tables being set up

# of chairs ☐ No chairs being set up

Contractor Name N/A (Furnished by applicant)

Contractor Contact Information  
Address City/State Phone Number

**Setting up other equipment?**

- ☐ Sporting Equipment (explain) \_\_\_\_\_
- ☐ Other (explain) \_\_\_\_\_
- ☐ Not setting up any equipment listed above at event

**Having amplified sound and/or music?** Yes ☒ No ☐

- ☒ PA System for announcements ☒ CD player or DJ music
- ☒ Live Music ➤ ☒ Small 4-5 piece live band ➤ ☐ Large 6+ piece live band
- ☐ Other (explain) \_\_\_\_\_

If using live music or a DJ. ➤ Contractor Name Furnished by applicant (First Baptist Church)

➤ 635 E 7th ST National City, CA 619-477-4147

Address City/State Phone Number

**Using lighting equipment at your event?** Yes ☐ No ☒

- ☐ Bringing in own lighting equipment
- ☐ Using professional lighting company ➤ Company Name \_\_\_\_\_
- Address City/State Phone Number

**Using electrical power?** Yes ☒ No ☐

- ☒ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration
- ☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

**Vendor Information**

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

**Having food and non-alcoholic beverages at your event?** Yes ☒ No ☐

- ☐ Vendors preparing food on-site ➤ # \_\_\_\_\_ ➤ Business License # \_\_\_\_\_

If yes, please describe how food will be served and/or prepared: \_\_\_\_\_

If you intend to cook food in the event area please specify the method:  
☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): \_\_\_\_\_

- ☐ Vendors bringing pre-packaged food ➤ # \_\_\_\_\_ ➤ Business License # \_\_\_\_\_
- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ➤ # \_\_\_\_\_
- ☒ Vendors selling food # <sup>1</sup> \_\_\_\_\_ ➤ Business License #(s) B2012006889
- ☐ Vendors selling merchandise # \_\_\_\_\_ ➤ Business License #(s) \_\_\_\_\_



- ☒ Food/beverages to be handled by organization; no outside vendors
- ☐ Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_
- ▶ Explain services \_\_\_\_\_
- ☒ Vendors passing out information only (no business license needed) # \_\_\_\_\_ up to 30
- ▶ Explain type(s) of information Health and wellness info
- ☐ No selling or informational vendors at event

Having children activities? Yes ☒ No ☐

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☒ Inflatable bouncer house # 1 ☐ Rock climbing wall Height \_\_\_\_\_
- ☐ Inflatable bouncer slide # \_\_\_\_\_ ☒ Arts & crafts (i.e., craft making, face painting, etc.)
- ☒ Other Family games such as ladder ball and bean bag toss

Having fireworks or aerial display? Yes ☐ No ☒

- ☐ Vendor name and license # \_\_\_\_\_
- Dimensions \_\_\_\_\_ Duration \_\_\_\_\_
- Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☒ No ☐

- ☒ Yes, but media will not require special set-up
- ☐ Yes, media will require special set-up. Describe \_\_\_\_\_



### Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☐ Yes, we will post signage # 20 Dimensions 18"x36"

☐ Yes, having inflatable signage # \_\_\_\_\_ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # 2

☐ What will signs/banners say? Care Fair San Diego with event info

☒ How will signs/banners be anchored or mounted? Various - according to city ordinances

### Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

▶ Total number of portable toilets: \_\_\_\_\_

▶ Total number of ADA accessible portable toilets: \_\_\_\_\_

☐ Contracting with portable toilet vendor. ▶ \_\_\_\_\_

▶ Load-in Day & Time \_\_\_\_\_ ▶ Load-out Day & Time \_\_\_\_\_

☐ Portable toilets to be serviced. ▶ Time \_\_\_\_\_

### Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ▶ # of set-up day(s) \_\_\_\_\_

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

#### NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

**Breaking down set-up the day after the event?**

- ☐ Yes, breakdown will be the day after the event. ▶ # of breakdown day(s) \_\_\_\_\_
- ☒ No, breakdown will occur on the event day.

**How are you handling clean-up?**

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

#### Miscellaneous

Please list anything important about your event not already asked on this application:

Accessible indoor restrooms will be open for attendees.

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**Please make a copy of this application for your records.  
We do not provide copies.**



# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event:	<u>Cane Fair South Bay</u>		
Event Address:	<u>635 E 7th ST</u>	Expected # of Attendees:	<u>300</u>
Event Host/Coordinator:	<u>Seth Clark</u>	Phone Number:	<u>619-477-4147</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>4</u>	✓		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>2</u>	✓		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			✓
Do all storm drains have screens to temporarily protect trash and debris from entering?		✓	
Are spill cleanup kits readily available at designated spots?		✓	

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.



# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: \_\_\_\_\_

Person in Charge of Activity: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date(s) of Use: \_\_\_\_\_

### HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: Seth (ank)

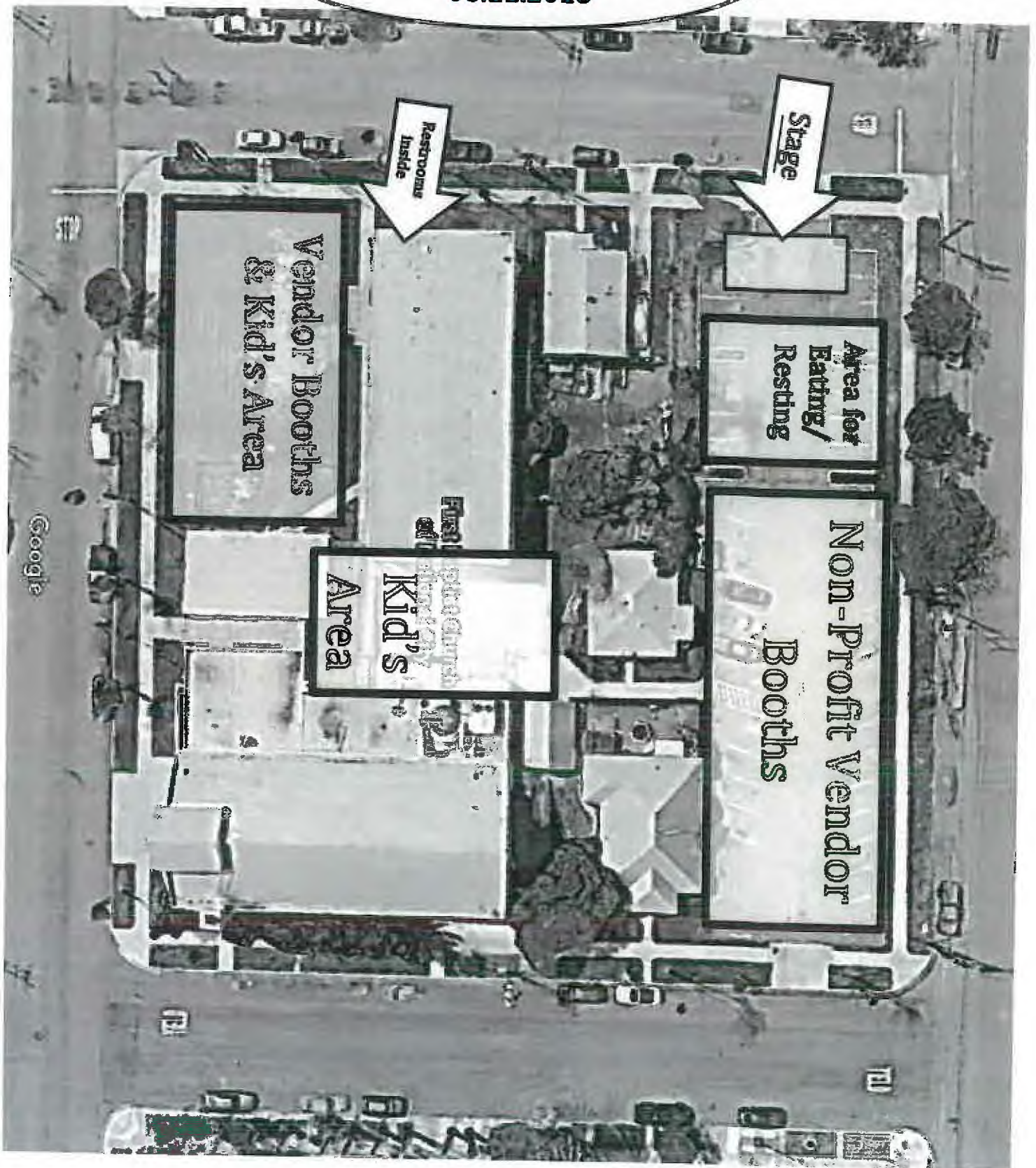
Official Title: Lead Pastor Date: 5/15/18

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_



**CARE FAIR SOUTH BAY**  
**08.11.2018**





**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

**SPONSORING ORGANIZATION: First Baptist Church**

**EVENT: Care Fair South Bay**

**DATE OF EVENT: August 11, 2018**

**APPROVALS:**

DEVELOPMENT SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
RISK MANAGER	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
PUBLIC WORKS	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
FINANCE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
FIRE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
POLICE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
CITY ATTORNEY	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
COMMUNITY SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
NEIGHBORHOOD SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]

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**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES (619) 336-4318**

**Building**

No comments

**Planning**

- All speakers located outside shall face away from nearby residential properties.
- All activities shall comply with Table III of Title 12 (Noise) of the Municipal Code.

**Engineering**

No comments

**POLICE DEPARTMENT**

The police department has no stipulations. On duty police personnel to provide extra patrol depending on calls for service.

**CITY ATTORNEY**

Approved on condition that Risk Manager approves.

## **COMMUNITY SERVICES**

No involvement

## **NEIGHBORHOOD SERVICES**

***Neighborhood Notifications*** – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

## **RISK MANAGER (619) 336-4370**

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

## **PUBLIC WORKS (619)366-4580**

No involvement

## **FINANCE**

All Food Vendors should have a Health Permit and Business License.

**FIRE (619) 336-4550**

**Inspection Required**

**\$200.00 After Hours Inspection Fee, \$500.00 Carnival/Fair Fee. Total \$700.00**

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Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the area to be maintained at all times, entrances and emergency roadways.
- 2) Fire Department access into and through booth areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.
- 3) Fire Hydrants and /or fire protection equipment shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) Provide a 2A:10BC fire extinguisher at stage area. Extinguisher to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. *See Attached*
- 7) Internal combustion power sources that may be used for inflatables, shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use
- 8) Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away stage area
- 9) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all rides, cooking areas, game booths, etc.



- 11) If tents or canopies are used, the following information shall apply:
- Tents having an area from 0-200 square feet shall be \$200.00
  - Tents having an area more than 201 square feet shall be \$400.00
  - Canopies having an area from 0-400 square feet shall be no charge.
  - Canopies from 401-500 square feet shall be \$250.00.
  - Canopies from 501-600 square feet shall be \$300.00.
  - Canopies from \$601.00 or greater shall be \$400.00.
  - Multiple tents and or canopies placed together equaling or greater than the above stated information shall be charged accordingly.
  - Tents shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. Fees can only be waived by the City Council.
- A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. **Cooking shall not be permitted under tents or canopies unless the tents or canopies meet State Fire Marshal approval for cooking. See Fire Marshal for required explanation**
- 12) Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of tents or canopies.
- 13) All cooking booths or areas to have one 2A:10BC fire extinguisher. **If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required.** See Fire Marshal for required explanation. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 14) First Aid will be provided by organization.
- 15) All Jumpers, Bounce Houses, Inflatables, Stage coverings etc. shall have a Certificate of State Fire Marshal flame resistance shall be provided to the National City Fire Department before the event.
- 16) Carnivals and Fairs require a \$500 Permit.
- 17) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of one hundred (\$200.00) dollars.
- 18) Fire Suppression systems used for cooking shall have a current certification.
- 19) If venue is fenced you must provide a map with exit's and dimensions for review and approval before the event.
- 20) Map shall show locations of all event/items and canopies.

- 21) Does the stage have a covered top? Please provide information and Flame Resistance Certification.
- 22) Automobiles, Food Trucks and other internal combustion engines shall be a minimum distance of twenty feet (20) from tents, canopies and Inflatable Zone.



The following page(s) contain the backup material for Agenda Item: League of California Cities Annual Conference - Designation of Voting Delegate and Alternate(s). (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 3, 2018

**AGENDA ITEM NO.** |

**ITEM TITLE:**

League of California Cities Annual Conference – Designation of Voting Delegate and Alternate(s).  
(City Manager)

**PREPARED BY:** Leslie Deese, City Manager

**PHONE:** 619-336-4240

**DEPARTMENT:** City Manager

**APPROVED BY:** 

**EXPLANATION:**

Please see attached Staff Report

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

If approved by Council, the travel costs and registration fees associated with this meeting would be charged to the appointed City Council members' training funds included in the FY 2018-19 preliminary budget.

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Staff requests Council's designation of a voting delegate and up to two alternates to represent the City of National City during the 2018 League of California Cities Annual Conference.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Staff Report
2. League of California Cities' information dated May 17, 2018

Title: League of California Cities Annual Conference – Designation of Voting Delegate and Alternate(s)

Background: The League of California Cities 2018 Annual Conference is scheduled for September 12 - 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting scheduled for 12:30pm on Friday, September 14 at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order for cities to cast a vote during the Business Meeting, each city's respective Council must designate a voting delegate. In the instance that the selected voting delegate is unable to serve in that capacity, the League of California Cities' bylaws afford each city the opportunity to appoint up to two alternate voting delegates.

According to the League's bylaws, the selection of the voting delegate and alternates must be performed through the official action of the City Council. Furthermore, the voting delegate and alternates must be registered to attend the conference. Eligible individuals who may be selected as the City's voting delegate include the Mayor, each City Councilmember, as well as any other City official selected by the City Council to serve in this capacity.

At this time, Staff respectfully requests the City Council consider appointing a voting delegate and one of two alternate voting delegates to vote on the City's behalf at the Annual Business Meeting of the League of California Cities on September 14, 2018.

Staff Recommendation: City Council designate a voting delegate and up to two alternates to represent the City of National City during the 2018 League of California Cities Annual Conference.

Fiscal Impact: The travel costs and registration fees associated with this meeting will be charged to the appointed City Council members training funds included in the 2018-19 preliminary budget.





RECEIVED

MAY 24 2018

CITY OF NATIONAL CITY  
CITY MANAGER'S OFFICE

1400 K Street, Suite 400 • Sacramento,  
California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

**Council Action Advised by July 31, 2018**

May 17, 2018

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**  
**League of California Cities Annual Conference – September 12 - 14, Long Beach**

The League's 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 12, 8:00 a.m. – 6:00 p.m.; Thursday, September 13, 7:00 a.m. – 4:00 p.m.; and Friday, September 14, 7:30 a.m. – 11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, August 31. If you have questions, please call Kayla Curry at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



**CITY:** \_\_\_\_\_

**2018 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

Date: \_\_\_\_\_

**Please complete and return by Friday, August 31, 2018**

League of California Cities  
ATTN: Kayla Curry  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**FAX: (916) 658-8240**  
E-mail: [kcurry@cacities.org](mailto:kcurry@cacities.org)  
(916) 658-8254